

UNOFFICIAL COPY

DEED IN TRUST

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CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THE GRANTOR Sanford Evans, divorced and not remarried

of the County of New York and State of New York
for and in consideration of Ten And No/100ths (\$10.00)
Dollars, and other good and valuable considerations in hand paid,
Convey s and (WARRANTS /QUIT CLAIM ---)^{*} unto
THE FIRST ILLINOIS BANK OF EVANSTON, N.A.,
ITS SUCCESSOR OR SUCCESSORS, as Trustee under the
provisions of a trust agreement dated the 22nd day of
April, 1985, and known as Trust Number R-3116
to as "The trustee," the following described real estate in the County of Cook
and State of Illinois, to wit:

The Legal Description is attached hereto and made a part hereof.

Permanent Tax Index No: 11-30-105-024-1002 *BR*

HEREINAFTER CALLED "THE REAL ESTATE".

TO HAVE AND TO HOLD the real estate with the appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority are hereby granted to the trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or all; to vacate any subdivision or part thereof; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey the real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the trustee; to donate, to dedicate, mortgage or otherwise encumber the real estate or any part thereof; to lease the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time at or to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange the real estate, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof; and to deal with the real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity of expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created therein and by the trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained herein and in the trust agreement or in any amendment thereto and binding upon the beneficiaries thereunder; (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the mortgage, sale, or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary under the trust agreement shall have any title of interest, legal or equitable in or to the real estate as such, but only an interest in the possessions, earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives S and releases S any and all right or benefit under and/or virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor foresaid has S hereunto set HIS hand and seal this 22nd day of April, 1985.

(SEAL)

Sanford Evans (SEAL)

John A. Keating
State of Illinois, County of New York ss.

IMPRESS

SEAL

HERE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sanford Evans, divorced and not remarried personally known to me to be the same person, whose name is is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of April, 1985.

Commission expires August 1, 1985 *John A. Keating* NOTARY PUBLIC

This instrument was prepared by John A. Keating - 1603 Orrington, Evanston, Illinois, 60201
(NAME AND ADDRESS)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

ADDRESS OF PROPERTY:

410 Barton Avenue

Evanston, Illinois 60202

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: FIRST ILLINOIS BANK OF EVANSTON, N.A.
(Name)
800 DAVIS STREET
(Address)
EVANSTON, ILLINOIS 60204
(City, State and Zip)

(Name)

(Address)

ATTN: LAND TRUST
OR RECORDER'S OFFICE BOX NO.

(Name)

(Address)

ATTEN "HOLDERS" OR REVENUE STRAITS
REC'D. & COOK COUNTY REC'D. 8/1/85
REC'D. & COOK COUNTY REC'D. 8/1/85
REC'D. & COOK COUNTY REC'D. 8/1/85
REC'D. & COOK COUNTY REC'D. 8/1/85

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EX-TEST CO

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Deed in Trust

TO

FIRST ILLINOIS BANK OF

EVANSTON, N.A., TRUSTEE

UNIT 2 IN 410-414 BARTON AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY
OF THE FOLLOWING DESCRIBED REAL ESTATE:
THE NORTH 91.7 FEET OF LOTS 1, 2, AND 3 IN WHYTE AND BELL CONSTRUCTION
COMPANY'S SECOND RESUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 30,
TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE
DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25540259 TOGETHER WITH
ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 2 A LIMITED COMMON
ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION
AFORESAID RECORDED AS DOCUMENT 25540259

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