

# UNOFFICIAL COPY

## DEED IN TRUST

86247972

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors Paul A. Smith, an undivided one-half interest in tenancy in common and Steven J. Bernstein and Jeanne R. Cleveland, his wife, as joint tenants to an undivided 1/2 interest in the tenancy in common Cook and State of Illinois for and in consideration of

TEN AND NO/100THS (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto HARRIS BANK GLENCOE—NORTHBROOK N.A., a corporation organized and existing under the laws of the United States of America, whose address is 333 Park Avenue, Glencoe, Illinois 60022, as Trustee under the provisions of a trust agreement dated the 1 day of May 1986, known as Trust Number L- 316 the following described real estate in the County of Cook and State of Illinois.

LOT 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN THE RESUBDIVISION OF LOT 6 AND THAT PART OF LOTS 1, 2, 3, 4, AND 5 LYING EAST OF THE WEST 24.2 FEET THEREOF IN BLOCK 1 IN O. HUSE'S ADDITION TO EVANSTON IN THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*PL # 11-19-104-065 H.W.*

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks streets highways or alleys and to carry any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey, said premises 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 said trustee, to donate, to dedicate, to mortgage, to pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in the past, present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and 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 premises and to contract respecting the manner of living the amount of present or future rentals, to partition or to exchange said property, 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 payment appurtenant to said premises or any part thereof, and to deal with said property 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 said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into any of the terms of said trust agreement, or be obliged or privileged to inquire into any of the terms of said trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be deemed to be the act of said trustee, and every person relying upon or claiming under any such conveyance, lease or other instrument, shall at the time of the delivery thereof be deemed to be notified of the contents and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all persons hereunder, and that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and that the conveyance made to a successor or successors in trust that such successor or successors in trust have been properly appointed and authorized to exercise all the estate rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of a person claiming under them or any of them shall be only in the earnings, profits and proceeds arising from the sale or other disposition of said real estate and such interest shall be deemed to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate, except such title or interest in the earnings, profits and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered in the Register of Deeds, it is hereby directed that registration in the certificate of title or duplicate thereof, or memorial in the office of the Trustee, shall constitute notice to all persons of the contents and limitations of this indenture in such case made and provided.

And the said grantor S hereby, expressly waives all of the benefits of the Statute of the State of Illinois, providing for the exemption of the homestead from sale or execution or otherwise.

In Witness Whereof the grantor S and S, their heirs, assigns and assigns, have hereunto set their hands and S, and seal S, this 16th day of June, 1986.

PAUL A. SMITH (Seal) STEVEN J. BERNSTEIN (Seal) JEANNE R. CLEVELAND (Seal)

Prepared by: Jeanne R. Cleveland, 513 Chicago Ave. Evanston, IL 60202

State of Ill County of Cook ss. Cheryl Keaton a Notary Public in and for said County, in the state aforesaid, do hereby certify that Paul A. Smith an undivided 1/2 interest and Steven J. Bernstein and Jeanne R. Cleveland and his wife, as joint tenants to an undivided one-half interest

personally known to me to be the same person S whose name S subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they are the said S and S, and delivered the said instrument as their 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 notarial seal this 16 day of June 1986

*Cheryl Keaton* Notary Public

After recording return to: HARRIS BANK GLENCOE-NORTHBROOK N.A. 333 Park Avenue Glencoe, Illinois 60022 Attention: Trust Department

For information only, insert address of above described property. Mailing bills to: B. LEWIN 802 Dempster, Evanston, IL 60202

Real Estate Transfer Tax \$50.00 CITY OF EVANSTON  
Real Estate Transfer Tax \$25.00 CITY OF EVANSTON  
Real Estate Transfer Tax \$10.00 CITY OF EVANSTON  
Real Estate Transfer Tax \$300.00 CITY OF EVANSTON  
Real Estate Transfer Tax \$2.50 CITY OF EVANSTON  
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Property of Cook County Clerk's Office

0 5 7 3 7 2  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP JUN 1986  
11-11431  
77.50

COOK  
CC. NO. 016  
1 4 8 8 2  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUN 1986  
DEPT. OF REVENUE  
77.50

DEPT-01 RECORDING  
\$11.25  
1#3333 TRAN 9793 06/18/86 11:01:00  
#7840 # 4 \* 86-247972

97 06