

# UNOFFICIAL COPY

## DEED IN TRUST

362479786247972  
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  $\frac{1}{2}$  interest in the property 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.

*PLAT # 11-19-104-085 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 subordinate said premises or any part thereof, to dedicate parks, streets, highways or alleys and to voluntary 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 it all or a part thereof, to resubdivide said property as often as desired to contract to sell to a successor or successors in trust and to grant to such successors or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, 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 present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single term the term of 100 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, 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 and 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 easement 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 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 in 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 the necessity or expediency of any act of said trustee, or be obliged or compelled to inquire into any of the terms of said trust agreement, and even if such deed, mortgage, lease or other instrument executed by said trustee in relation to said area estate shall be construed as being in favor of any person dealing upon or claiming under any such conveyance, lease or other instrument, it is understood that at the time of the execution of this indenture and of said trust agreement it was in full force and effect that such conveyance or other instrument was executed in accordance with the trusts conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereto and binding upon the parties thereto, and that said trustee was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument, and that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly apprised and are fully satisfied with the estate rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary herein and of all persons claiming, or to whom or any of them shall be given, in the earnings, avails and proceeds arising from the sale or other disposition of said area estate, and such interest shall be deemed to be personal property, and no benefit, any hereunder shall have any title or interest, legal or equitable, in said said area estate, but only an interest in the earnings, avails and proceeds thereof as aforesaid. If the title to any of the above lands shall at any time thereafter register the registration of the surveyor or recorder not to register or record in the certificate of title or duplicate interest, or memorial, the aforesaid areas of trust, or any portion thereof, with the names of the owners of said lands in a proper accordance with the statute in such case made and provided.

And the said grantor S. hereby executors, waives, releases, and discharges the said area estate, and the said area estate under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of the same from tax or execution or otherwise.

In witness whereof the grantor S. has signed the same this 16th day of June 1986.

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

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

State of Illinois Cheryl Leaton a Notary Public in and for said County, in  
County of Cook ss. the state aforesaid, certify that Paul A. Smith an undivided  $\frac{1}{2}$  interest and Steven J. Bernstein and Jeanne R. Cleveland his wife, as joint tenants to an undivided one-half interest

personally known to me to be the same person S. whose name S. is subscribed to the foregoing instrument appeared before me this day, in person and acknowledged that they signed, sealed 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.

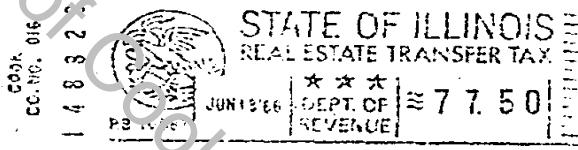
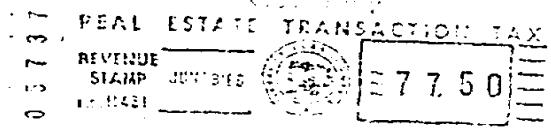
Cheryl Leaton  
Notary Public

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

For information on current address of above described property  
Mail to: B. Lewin  
802 Dempster, Evanston, IL 60202

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DEPT-01 RECORDING #7840 # A \* -86-247972  
4793 TRAN. 9793 06/18/86 11:01:00  
47333 COOK NO. 06 0517372  
\$11.25

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