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QUITCLAIM  
WARRANTY DEED IN TRUST

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

7/11/86 2:27 PM

THIS INDENTURE WITNESSETH, That the Grantor Michael F. Sexton, a single man, as nominee

of the County of DuPage and State of Illinois for and in consideration of ten and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey Quitclaim unto the HARRIS BANK NAPERVILLE, a corporation of Illinois, whose address is 503 North Washington Street, Naperville, Illinois 60566, as Trustee under the provisions of a trust agreement dated the 11th day of August 19 80, known as Trust Number 4826 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 4 in Block 18 in North Evanston being a Subdivision of Lots 11, 12, 13, 14, 15, 16 and the West 4 1/10 acres of Lot 17 in George Smith's Subdivision of the South part of Archange Quilmotte Reservation recorded in Book 29 of Maps Page 58, also Lot 1, 3 and that part of Lot 2 lying between the Chicago and Milwaukee Railway and the West line of Lot 3 produced to the North line of Section 12, Township 41 North, Range 13, East of the Third Principal Meridian, of Assessor's Plat of Evanston recorded in Book 143, Page 45 of Maps, all in Cook County, Illinois.

10-12-103-005-2M

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 vacate 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, 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 demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to purchase the whole or any part of the reversion and to contract to purchase, to lease 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 to purchase, to lease and to grant options to lease and options to renew leases and options 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 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 any part of 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 the necessity or expediency of any act of said trustee, 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 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 the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) 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 thereof and binding upon all beneficiaries thereunder, (c) that said 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 its, his or their predecessor in trust.

The interest of such and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the 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 waive S and release S any and all right or benefit under and by 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 aforesaid has hereunto set his hand and seal this 24th day of August 19 86

(Seal) MICHAEL F. SEXTON (Seal)

State of Illinois } ss. 1, Anne Rafelson Halek a Notary Public in and for said County, in County of Cook } the state aforesaid, do hereby certify that Michael F. Sexton

personally known to me to be the same person whose name 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 notarial seal this 25th day of August 19 86

MY COMMISSION EXPIRES MARCH 9, 1990

Anne Rafelson Halek  
Notary Public

2110-2112 Central St., Evanston, IL

JEFF REY M. DALEBROUX  
ROOKS, PITTS & POUST

For information only insert street address of above described property.

After recording return to:  
Harris Bank Naperville  
Land Trust Division  
503 N. Washington  
Naperville, IL 60566-3027

55 W. Monroe, Suite 1500  
Chicago, IL 60603

Mail subsequent tax bills to:  
First R/E United, Inc.  
Joyce M. Burke  
1111 E. Warrenville Road  
Naperville, IL 60540

Permanent Parcel Number:

10-12-103-005

EMERGENCY UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, OF THE REAL ESTATE TRANSFER ACT  
BUYER-SELLER OR TRUST AGREEMENT  
DATE

1.00

Document Number

86378579

UNOFFICIAL COPY

# Deed in Trust

WARRANTY DEED

TO



**HARRIS BANK NAPERVILLE**  
221 North LaSalle Street, Naperville, IL 60563-1001  
Member FDIC

TRUSTEE

Property of Cook County Clerk's Office

Amount  
\$ 0.00

0000000000

MA. EXAMINED EXPIRES MARCH 01 1990

COOK COUNTY CLERK'S OFFICE  
100 N. LA SALLE ST. CHICAGO, ILL. 60601  
TELEPHONE: (312) 321-2000  
FAX: (312) 321-2001