

# UNOFFICIAL COPY

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

THE GRANTOR S. LOUIS SPITZ AND SARA SPITZ,  
his wife

of the County of Cook and State of Illinois  
for and in consideration of Ten (\$10.00) -----  
Dollars, and other good and valuable considerations in hand paid,  
Convey and (WARRANT XXXXXXXX) unto  
THE FIRST ILLINOIS BANK OF EVANSTON, N.A.  
ITS SUCCESSOR OR SUCCESSORS, as Trustee under the  
provisions of a trust agreement dated the 19th day of  
June, 1987 and known as Trust Number R-3406 hereinafter referred  
to as "The trustee," the following described real estate in the County of Cook  
and State of Illinois, to wit:

LOT 22 IN BLOCK 3 IN ASHWOOD ADDITION TO ROGERS PARK, A SUBDIVISION OF THE  
SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36,  
TOWNSHIP 11 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

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 alleys; 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; 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 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 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 or expediency of an 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 herein and by the 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 herein and in the trust agreement or in any amendment thereto and binding upon all beneficiaries thereunder; that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (c) 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 or 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 more in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "subject to limitation," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waive and release 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 s aforesaid has hereunto set theirs hands and seal s this 19th  
day of June, 19 87.

Louis Spitz (SEAL) Sara Spitz (SEAL)

State of Illinois, County of Cook ss.

IMPRINT  
SEAL  
HERE

I, the undersigned, a Notary Public in and for the County, in the State aforesaid, DO HEREBY  
CERTIFY that Louis Spitz and Sara Spitz, his wife, personally known to me to be the same persons whose names are are 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 official seal, this 19th day of June, 19 87

Commission expires January 7, 19 90

This instrument was prepared by Edward Spitz, 30 N. LaSalle, Chicago, Illinois 60602  
(NAME AND ADDRESS)

USE WARRANT OR CIT CLAIM AS PARTIES DESIRE

FIRST ILLINOIS BANK OF EVANSTON, N.A.

MAIL TO 300 DAVIS STREET

EVANSTON, ILLINOIS 60204

ATTIN' LAND TRUST

EDWARD SPITZ, JR., 38 SO. 113

ADDRESS OF PROPERTY  
6621 N. Maplewood

Chicago, IL 60645

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

Linda P. Spitz

666 N. Lake Shore Drive  
Chicago, IL 60611

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4 OF  
THE REAL ESTATE TRANSFER TAX ACT.

Date: 4/9/97

500-18-50105

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## Deed in Trust

TO

FIRST ILLINOIS BANK OF

EVANSTON, N.A., TRUSTEE

Property of Cook County Clerk's Office

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