

UNOFFICIAL COPY

DEED TRUST
(ILLINOIS)

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

88405310

THE GRANTOR, PAUL A. LUTTER, a bachelor,
175 East Delaware Place, Chicago, Illinois 60611,

DEPT-01 \$12.25
T#1111 TRAN 5062 07/06/88 15:57:00
#2194 # A * - 88 - 405310
COOK COUNTY RECORDER

of the County of Cook 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 and (WARRANT) /QUIT CLAIMS) unto
THEODORE W. BRICKMAN, SR. AND JILL A. BRICKMAN,
As Co-trustees

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)

~~XXXXXX~~ under the provisions of a trust agreement dated the 20th day of June, 1988 and known as The Theodore W. Brickman, Sr. Trust (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit:
Lot Twenty Eight (28) in the First Addition to Immanuel Church Park Extension, a subdivision of the South Three Hundred Fifty (350) feet of the East Three Hundred Forty (340) feet of the South West Quarter (SW1/4) of the North West Quarter (NW1/4) of Section Thirty Four (34), Township Forty Two (42) North, Range Twelve (12), East of the Third Principal Meridian, situate in the Village of Glenview, County of Cook, in the State of Illinois.

04-34-103-010-C80-TP

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to create 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, in fee simple, 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 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 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 reversion and to contract respecting the manner of fixing 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 encumbrance 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 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 agreements is 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 his, his or their predecessor in trust.

The interest of each 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," "upon condition," "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 17th day of August, 1988

(SEAL) Paul A. Lutter (SEAL)
Paul A. Lutter

State of Cook ss.

N. RANNI MATAR
Notary Public, State of Illinois
My Commission Expires Feb. 3, 1991

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul A. Lutter, a bachelor, personally known to me to be the same person whose name 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 17th day of August, 1988

Commission expires Feb 3 1991
N. Ranni Matar
NOTARY PUBLIC

This instrument was prepared by Paul A. Lutter, 150 N. Michigan Ave., Suite 2500, Chicago, Illinois 60601-7567 (NAME AND ADDRESS)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO: Paul A. Lutter
(Name)
150 N. Michigan Ave., Suite 2500
(Address)
Chicago, IL 60601-7567
(City, State and Zip)

ADDRESS OF PROPERTY:

1001 W. Gladish Lane
Glenview, IL 60025

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

Theodore W. Brickman
(Name)
1001 Gladish Ln., Glenview, IL 60025
(Address)

OR RECORDER'S OFFICE BOX NO. _____

AFFIX "RIDERS" OR REVENUE STAMPS HERE

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.

88405310

Paul A. Lutter
Attorney

8/17/88
Date

UNOFFICIAL COPY

Deed in Trust

TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

*Return to
Box 315*

88A05310