

DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY

88232752

THIS INDENTURE WITNESSETH, that the Grantor I. ANDREA HIRSCH MAZER and STUART MAZER of the County of Cook and State of Illinois for and in consideration of the sum of Ten and No/100 Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Comes and Warrant unto Charter Bank & Trust of Illinois, an Illinois banking corporation of Hanover Park, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 6th day of February, 1985, and known as Trust Number 1108, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 412 in Northgate Unit 4-A, being a subdivision in the East 1/2 of Section 8 and the West 1/2 of Section 9, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois Commonly known as: 1524 E. Best Dr., Arlington Hts., IL

Stuart Mazer specifically waives any and all rights of Homestead.

PIN 03-09-305-009

COOK COUNTY CLERK FILED FOR RECORD

1988 JUN -1 AM 10:38

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth

I full power and authority, I hereby granted to said Trustee with respect to the real estate of any part or parts of it, and at any time or times to improve, manage, control, lease, subdivide and real estate of any part thereof, to execute checks, drafts, highways or alleys and to create any subdivision of part thereof, and to redivide said real estate 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 real estate of 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, on partition or reversion, to lease to commence in the present or in the 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 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 respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said 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 encumbrance appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as 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, or a successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, or otherwise mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money received or advanced on the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to see that the authorities, necessary or expediency of any act of said Trustee, or be obliged or permitted to inquire into any of the trusts, conditions and limitations contained herein and in said Trust Agreement or in any other instrument executed by said Trustee, or any successor in trust, in relation to said trust property shall be conclusive evidence in favor of every person relying upon any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Deed 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 herein and in said Trust Agreement or in any other instrument, and (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust agreement, 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.

This conveyance is made upon the express understanding and condition that the Grantor, whether individually or as Trustee, and its successors or successors in trust shall and they shall not be liable for or be subjected to any claim, judgment or decree for anything as of them or as of their agents or attorneys may do or omit to do or about the said real estate, or for the payment of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby released, waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate shall be entered into in the name of the then beneficiary and said Trust Agreement as a power attorney in fact, hereby expressly appointed for such purposes, or at the election of the Trustee, in such name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof) all persons who are parties to or participants in, and whatsoever shall be charged with notice, shall be bound from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, assets and proceeds arising from the sale or any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest in legal or equitable, or to said trust property as such, but only an interest in the earnings, assets and proceeds thereof as aforesaid, the attention thereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the sale to any of the trust property as now or hereafter registered in the Register of Titles in hereby directed to be registered or not in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with intent" or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantor hereby expressly waives and releases 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 Stuart Mazer and Andrea Hirsch Mazer hereunto set their hand and seal the 25th day of May, 1988

Stuart Mazer (Signature) [Seal] Andrea Hirsch Mazer (Signature) [Seal] ANDREA HIRSCH MAZER [Seal]

STATE OF ILLINOIS COUNTY OF COOK

I, DAVID T. ONIXT a Notary Public in and for said County, in the State aforesaid, do hereby certify that ANDREA HIRSCH MAZER and Stuart Mazer 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 she signed, sealed and delivered the said instrument as her 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 May, 1988 Commission expires May 14, 1989 [Signature] NOTARY PUBLIC

MAIL TO: Stuart Mazer (Name) 1524 E. Best Dr. (Address) Arlington Hts IL 60004 (City, State and Zip)

DOCUMENT PREPARED BY: David T. Onixt 1635 W. Wise Rd., Schaumburg, IL 60193 SEND SUBSEQUENT TAX BILLS TO: Andrea Hirsch Mazer (Name) 1524 E. Best Dr., Arlington Hts., IL (Address) ADDRESS OF PROPERTY:

OR RECORDER'S OFFICE BOX NO. 303

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

12.00

AFFIX "RIDERS" OR REVENUE STAMPS HERE

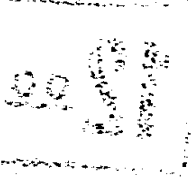
EXEMPT UNDER THE PROVISIONS OF PARAGRAPH 4 OF THE REAL ESTATE TRANSFER TAX ACT DATE 5/29/88

DOCUMENT NUMBER

88232752

10/1 Copy: 734589 Alley/No 71-59-903 ATT 964279

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Property of Cook County Clerk's Office

1400 Irving Park Rd.  
Menover Park, IL 60103  
312/837-2700

RETURN TO: **Charter Bank**  
AND TRUST OF ILLINOIS

TRUST NO. \_\_\_\_\_

**DEED IN TRUST**  
(WARRANTY DEED)

TO

**Charter Bank**  
AND TRUST OF ILLINOIS

TRUSTEE

\_\_\_\_\_ BANK PRINT, INC.