

UNOFFICIAL COPY

89117459

DEED IN TRUST

89111643

DEED BEING RERECORDED TO CORRECT LEGAL DESCRIPTION

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor GLORIA J. MC DONALD, divorced and not since remarried of the County of 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, Conveys and Warrants unto HARRIS BANK

HINSDALE, a corporation organized and existing under the laws of the United States of America, whose address is First and Lincoln, Hinsdale, Illinois 60522, as Trustee under the provisions of a trust agreement dated the 19th day of DECEMBER, 1988, known as Trust Number L-2116 the following described real estate in the County of COOK and State of Illinois Parcel 1: Lot 189 in Cherry Brook Village Unit 4, being a Planned Unit Development in the Northeast 1/4 of Section 10, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois according to Plat of Planned Unit Development Recorded on June 18, 1984, as Document Number 27133962, in Cook County, Illinois.

Parcel 2: Easement for Ingress and Egress over and through Parcels 304 through 310, both inclusive, in Cherry Brook Village Unit 2, appurtenant to Parcel 1 as set forth in the Cherrry Brook Village Declaration of Covenants, conditions and Restrictions recorded April 19, 1984, as Document Number 27052209 and as amended by Document Number 27212432.

P. I. N. #02-10-200-008 (underlying)

89117459

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 and 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 lease to commence in the present or 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 to terminate 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 any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, in 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 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 thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any part of the principal, 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 legality 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 any 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 each and every beneficiary hereunder and of all persons claiming under them in any of them shall be only in the earnings, as ails 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 of interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, ails 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 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 aforesaid has hereunto set her hand and seal this 19th day of DECEMBER 1988.

Gloria J. McDonald (Seal)
GLORIA J. MC DONALD (Seal)

Prepared by: GEORGIANNA DE MORY - HARRIS BANK HINSDALE, N.A.
50 SOUTH LINCOLN STREET, HINSDALE, IL. 60521-0040 (920-7000)

State of ILLINOIS the undersigned a Notary Public in and for said County, in County of DU PAGE the state aforesaid, do hereby certify that GLORIA J. MC DONALD, divorced and not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 19th day in person and acknowledged that she signed, created 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 19th day of DECEMBER 1988

"OFFICIAL SEAL"
Josephine L. Mitchell
Notary Public, State of Illinois
My Commission Expires 10/17/89

Josephine L. Mitchell
Notary Public

361 TANGLEWOOD AVENUE
PALATINE, IL. 60067

HARRIS BANK
HINSDALE
Attention: Trust Division

50 S. Lincoln Str.
Hinsdale IL 60522
920-7000 Member FDIC

For information only insert address of above described property
Mail tax bills to: HBH L-2116
361 TANGLEWOOD AVENUE
PALATINE, ILLINOIS 60067

89111643

BOX 334

THIS TRANSFER IS EXEMPT UNDER THE PROVISION OF PARAGRAPH E, SECTION 4 OF THE REAL ESTATE TRANSFER TAX ACT.

68-0130001

Kathleen S. Deady

This space for affixing Return and Revenue Stamps

Section 4
Exempt under provisions of paragraph
Real Estate Transfer Tax Act.

Date: 12/25/88 By: [Signature]

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Property of Cook County Clerk's Office

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COOK COUNTY RECORDER