

WARRANTY DEED IN TRUST

Form SS-9986

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE WITNESSETH, That the Grantor ETHEL J. SMITH, a widow of the County of COOK and State of ILLINOIS for and in consideration, of 100.00 Dollars, and other good and valuable considerations in hand paid, Conveys and warrant unto the FIRST UNITED TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 10th day of April, 19 78, known as Trust Number 699, the following described real estate in the County of COOK and State of Illinois, to-wit:

Parcel 1: Unit 14-5 in the Colony at Lake Arlington Iowne as delineated on a survey of the following real estate: Part of Lot 1 in Lake Arlington Iowne Unit 5, being a Subdivision in South East 1/4 of Section 16, Township 42 North, Range 11 East of the third Principle Meridian, which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as document no. 87137829, Together with its undivided percentage interest in the common elements in Cook County, Illinois.

Parcel 2: Easement for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Easements recorded as document no. 86322997 in Cook County, Illinois.

Grantor also hereby grants to the grantee, its successors and assigns, no rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

Address of Real Estate: 2068 Charter Point Dr., Arlington Heights, Illinois
P. I. N. 03-16-411-001

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, lease 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 leave said property, or any part thereof, in any time to time, in possession or reversion, by lease 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 and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to consent to make leases and to grant options to lease and options to purchase 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, by other real or personal property, to grant easements or changes 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 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 thereto and binding upon all beneficiaries thereafter, (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 at trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trustee 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 of the same 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, or 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.

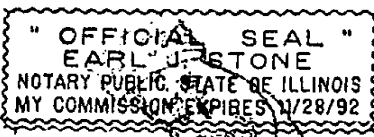
In Witness Whereof, the grantor aforesaid has hereunto set her hand this 12th day of September, 19 89

X Ethel J. Smith (Seal) DEPT-01 RECORDING (e) \$12.25
COOK COUNTY RECORDER

\$12.00 MAIL

State of Illinois)
County of Cook)
Earl J. Stone) a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ethel J. Smith, a widow

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 12th day of September, 19 89



Earl J. Stone
Notary Public

FIRST UNITED TRUST COMPANY
Mail to Earl J. Stone
20 N. Clark Street Suite 808
Chicago, Illinois 60602
2068 Charter Point Drive
Arlington Heights IL 60007
For information only insert street address of above described property.

Section 4: Exempt from transfer tax provisions of Paragraph e, Real Estate Transfer Tax Act. Earl J. Stone, Attorney Buyer, Seller or Representative. 9-12-89 Date

Document Number 89430645