

1073
Caution: Consult a lawyer before using this form, under no circumstances.
All warranties, including merchantability and fitness, are excluded.

UNOFFICIAL COPY

THE GRANTOR John Noel Fahey also known as J. Noel Fahey and Kathleen Fahey, his wife,

500.00

83150865

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 QUITCLAIM) unto FIRST ILLINOIS BANK OF WILMETTE, ITS SUCCESSOR OR SUCCESSORS, as Trustee under the provisions of a trust agreement dated the 16th day of March, 1989, and known as Trust Number TWB-0782 (hereinafter referred to as the "trustee,") the following described real estate in the County of Cook and the State of Illinois, to wit:

(The Above Space For Recorder's Use Only)

The North 30 feet of Lot 14 (except the West 50 feet thereof) in Block 5 in Buckingham's Second Addition to Lake View in the Northeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

HEREINAFTER CALLED "THE REAL ESTATE"

Common Address: 3706 N. Wilton, Chicago, Illinois

Real Estate Tax I. D. Number(s): 14-20-220-031

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 execute 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 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 praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 100 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, with 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 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 to 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 any 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 thereof and binding upon all beneficiaries thereunder; (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) that 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 the trustee or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the trustee nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for any act or omission of the trustee or its agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligations or indebtedness except only so far as the trust property and funds in the equal possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations who sell or purchase and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each beneficiary under the trust agreement and of all persons claiming under this 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 possession, 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," 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 waive and release any and all right or benefit under and in 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. John Noel Fahey aforesaid ha YE Kathleen Fahey herunto executed this deed this 15th day of March, 1989.

John Noel Fahey Kathleen Fahey
John Noel Fahey a/k/a J. Noel Fahey Kathleen Fahey
State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Noel Fahey a/k/a J. Noel Fahey and Kathleen Fahey has personally known to me to be the same person S. John Noel Fahey whose name ACE 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 releases and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of March, 1989
(Commission expires) December 13, 1989 Suzanne J. Cook
NOTARY PUBLIC

This instrument was prepared by Zulkey, Pikarski and Gordon, Chartered, Suite 2300, 200 N. LaSalle St., Chicago, IL 60601 (NAME AND ADDRESS)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

ADDRESS OF PROPERTY

3706 N. Wilton
Chicago, Illinois 60613

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

SEND SUBSEQUENT TAX BILLS TO:

* James R. Matthews
(Name)

3706 N. Wilton, Chicago, IL 60613
(Address)

OR RECORDER'S OFFICE BOX NO. _____



Mark H. Schiff
(Name)

MAIL TO: One NS LaSalle St.
(Address)

Chicago, IL 60602
(City, State, and Zip)

ATTENTION: LAND TRUST DEPARTMENT

S 1194966 PR

APPEAL "RIDERS" OR REVENUE STAMPS HERE

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UNOFFICIAL COPY

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Property of Cook County Clerk's Office

DEPT-91 \$12.25
7#444 TRAN 6243 01/06/89 12:05:00
#9621 # D *-89-150865
COOK COUNTY RECORDER

89150865

DEED IN TRUST

TO
FIRST ILLINOIS BANK OF
WILMETTE

\$12.00 MAIL