

WHISPERWOODS OF NORTHBROOK  
WARRANT DEED  
Statutory (ILLINOIS)  
(Corporation to Individual)

February, 1989  
1990 SEP 17 PM 2:22

90451102

1

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR Northern Illinois Construction Co., an Illinois corporation

90451102

a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of Ten and no/100

----- DOLLARS, and other valuable consideration in hand paid,

and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to

Jane A Harris, individually (50%) and Jane A. Harris, as Trustee of Harry A. Sebolt Trust (50%), as Tenants in Common and not Joint Tenants of 3214 Prestwick Lane, Northbrook, IL 60062

(The Above Space For Recorder's Use Only)

the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lot (5) in Whisperwoods of Northbrook being a Subdivision of the West Half of the Northwest Quarter of the Southeast Quarter of Section 17, Township 42 North, Range 12 East of the Third Principal Meridian, except therefrom the North 821.50 feet thereof, according to the Plat thereof recorded October 17, 1989 as Document 89491600 in Cook County, Illinois; Subject to: See Exhibit A attached hereto and made a part hereof.

DATED JANUARY 27TH, 1984.

Permanent Real Estate Index Number(s): 04-17-400-010

Address(es) of Real Estate: 3115 Whisperwoods Court, Northbrook, Illinois 60062

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, Ralph E. Harwood, and attested by its Secretary, this day of September, 19 90.

IMPRESS  
CORPORATE SEAL  
HERE

Northern Illinois Construction Co., an Illinois corporation  
(NAME OF CORPORATION)  
BY Ralph E. Harwood PRESIDENT  
ATTORNEY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Ralph E. Harwood personally known to me to be the President of the

corporation, and personally known to me to be the Secretary of said corporation, and 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 personally acknowledged that as such President and Secretary they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

"OFFICIAL SEAL"  
MARGARET A. LUTZ, Notary Public  
Cook County, Illinois  
My Commission Expires 4/12/91

Given under my hand and official seal, this 14 day of September 19 90  
Commission expires April 12 1991

Margaret A. Lutz  
NOTARY PUBLIC

This instrument was prepared by Bruce D. Loring, Esq., Rydick & Wolfe, 203 N. LaSalle St., Ste 1700 Chicago, IL 60601

MAIL TO { STELTON A. HARRIS  
(Name)  
180 N. LaSalle # 2505  
(Address)  
CHICAGO, IL 60601  
(City, State and Zip)

BOX 2505  
SEND SUBSEQUENT PAYMENTS TO  
JANE A. HARRIS  
(Name)  
3115 Whisperwoods Ct.  
(Address)  
NORTHBROOK, IL 60062  
(City, State and Zip)

COOK COUNTY REC. NO. 018  
6 1 3 9 4  
19 90  
STATE OF ILLINOIS  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE  
779.00

14<sup>th</sup>

REAL ESTATE TRANSACTION TAX  
389.50  
Cook County

72-22-6745

W073405M

# UNOFFICIAL COPY

WARRANTY DEED  
Corporation to Individual

TO

GEORGE E. COLE  
LEGAL FORMS

20115406

Property of Cook County

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.

Full power and authority is hereby granted to said Trustee to improve, locate, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or drives to be used for public use, to issue bonds to pay for the same, to sell or lease said real estate as often as desired to contract to sell, to grant options to purchase or sell on any terms, to convey either with or without reservation to convey said 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 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, in possession or reversion, by lease 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 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, in 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 number of acres, the amount of present or future rentals to purchase 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 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 it would be lawful for any person owning the same to do 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 any 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, leased or mortgaged by said Trustee or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate or be obliged to see that the terms of this Deed or any amendment thereto, or any agreement, deed, trust deed, mortgage, lease or other instrument executed by said Trustee or any successor in trust, in relation to said real estate shall be correctly recorded in any of the public offices, including the Register of Titles of said county, or to give notice or to claim under any such contract, lease or other instrument, (a) that at the time of the sale or conveyance of the real estate created by this instrument and by said Trust Agreement was in full force and effect, (b) that such contract, lease or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage, or other instrument, and (d) if the purchase money 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, his or their predecessor in trust.

This agreement is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago (individually or as Trustee, nor its successor or successors in trust) shall incur any personal liability or be subjected to any claim, judgement or demand for anything it or they or its or their 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 amendment 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 beneficiary under said Trust Agreement or their attorney-in-fact hereby irrevocably appointed for such purpose or at the direction 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, obligation or indebtedness except only so far as to the trust property and funds in the actual possession of the Trustee that be applicable for the due and discharge thereof. All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing of copies 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 held in the common, joint and several estate of said beneficiary or beneficiaries and such interest is hereby declared to be personal property and the beneficiary hereunder shall have any title or interest, legal or equitable in or to said real estate as such, but only an interest in reversion, rents and proceeds thereof as aforesaid the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Register of Titles, a hereby directed not to register or file 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 exemption of homesteads from sale on execution or otherwise.

*(This language applies only to that portion of the land being conveyed into trust)*

# UNOFFICIAL COPY

## EXHIBIT A

### SUBJECT TO:

a) general and special real estate taxes and assessments for 1990 and subsequent years; b) Plat of Whisperwoods of Northbrook Subdivision recorded October 17, 1989 as Document 89491600; c) easements, terms, provisions and conditions of Easement Agreement dated June 12, 1989 and recorded October 17, 1989 as Document 89491602 by and among Northern Illinois Construction Co., American National Bank & Trust Company of Chicago as Trustee under Trust Agreement dated December 8, 1989 and known as Trust Number 107135-01; Northbrook Congregation Ezra Habonim and the Village of Northbrook; d) terms, provisions and conditions of Annexation Agreement by, between and among the Village of Northbrook and American National Bank & Trust Company of Chicago as Trustee under Trust Number 107135-01 and Northern Illinois Construction Co. dated June 13, 1989 and recorded October 21, 1989 as Document 89447761; e) easements, terms, provisions, restrictions, covenants and conditions of the Whisperwoods Declaration of Covenants, Conditions, Restrictions and Easements dated June, 1989 and recorded October 17, 1989 as Document 89491601; f) public, private and utility easements and covenants, conditions and restrictions of record; g) applicable zoning, building lines, restrictions, laws and ordinances; h) rights of the public, the municipality and the other parties benefitted thereby to use and have maintained the drainage ditches, feeders, laterals and water retention basins located on or serving the above described Real Estate; i) roads and highways, if any; j) acts done or suffered by or judgment against Grantee or anyone claiming by, through or under Grantee; k) Grantee's mortgage, if any.

County Clerk's Office

90451102

M:BDL0057