

UNOFFICIAL COPY

(ELECTRONIC JUSTICE)
(ILLINOIS)

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.

90284761

THE GRANTOR David Schaeffer and Sarah L. Schaeffer,
husband and wife

DEPT-01 RECORDING 413.00
#3333 TRAM 2627 06/15/90 11:47:00
#1900 # C * - 90 - 284761
COOK COUNTY RECORDER

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 /QUIT CLAIM) unto
Leonard D. Schaeffer and NBD Trust Company of Illinois
1603 Orrington Ave.
Evanston, IL 60204

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)
as Trustee under the provisions of a trust agreement dated the 29th day of March, 1990, and known as ~~Trust~~
David Schaeffer Trust dated March 29, 1990
(hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or
successors in trust under said trust agreement, the following described real estate in the County of Cook and State of
Illinois, to wit:

See Attached Exhibit "A"

Permanent Real Estate Index Number(s): 11-18-327-022-1012

Address(es) of real estate: 1310 Maple Ave., Unit 5-C, Evanston, IL

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part
thereof; to dedicate parks, streets, highways or alleys; to create 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, or dedicate, or 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 leases to commence in present or in
futuro, 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 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 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 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 all 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 to whom 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 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 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, a such, but only an interest
in the 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 limitation," 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 ^s aforesaid have hereunto set their hand and seal this 14th day of May, 1990.
David Schaeffer (SEAL) Sarah L. Schaeffer (SEAL)

State of Illinois, County of Cook

OFFICIAL RECORDS
NOTARIAL SEAL
Notary Public
My Commission Expires 7-15-91

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY
CERTIFY that David Schaeffer and Sarah L. Schaeffer, husband and wife,
personally known to me to be the same persons whose name ~~s~~ 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 release and waiver of the right of homestead.

Given under my hand and official seal, this 14th day of May, 1990

Commission expires 1991 NOTARY PUBLIC

This instrument was prepared by Harmon A. Brown, Schiff Hardin & Waite, 7200 Sears Tower, Chicago, IL 60606
(NAME AND ADDRESS)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

Harmon Brown (Name)
Schiff Hardin & Waite (Address)
7200 Sears Tower
Chicago, IL 60606 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO

David Schaeffer (Name)
1310 Maple Ave., Unit 5-C (Address)
Evanston, IL (City, State and Zip)

OR * RECORDER'S OFFICE BOX NO 408 Attn: JB

AFFIX "RIDERS" OR REVENUE STAMPS HERE
EXEMPT UNDER ILL. REV. STAT. ACT. 120, SEC. 1000
PARA. 5 AND COOK COUNTY PARAGRAPH 1
DATE 5/15/90
SIGNATURE OF AUTHORIZED PARTY
CITY OF EVANSTON
EXEMPTION
CITY CLERK

90284761

90284761

UNOFFICIAL COPY

Deed in Trust

David Schaeffer and Sarah L. Schaeffer

TO

The David Schaeffer Trust

GEORGE E. COLE
LEGAL FORMS

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

UNIT 5-C AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREIN AFTER REFERRED TO AS "PARCEL"): LOTS 3, 4 AND 5 IN THE SUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 33 FEET THEREOF), AND LOTS 2 AND 3 AND THE SOUTH 3 FEET OF LOT 4 IN BLOCK 42 IN EVANSTON, IN FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 19, 1973, AND KNOWN AS TRUST NUMBER 62433, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22679030; TOGETHER WITH AN UNDIVIDED 5.732 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR PARKING PURPOSES, AS DELINEATED AND SET FORTH IN THE AFOREMENTIONED DECLARATION AND SURVEY, OVER GARAGE SPACE C-1

90284761