

DEED IN TRUST

(QUIT CLAIM)

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor s, THOMAS J. CRUBAUGH and MARY E. CRUBAUGH, his wife,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no hundreds (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto Capital Bank and Trust, an Illinois banking corporation whose address is 4801 West Fullerton, Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of June, 1990, and known as Trust Number 2007, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 24 IN OAKSBURY ON THE PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9 AND PART OF THE WEST 1/2 OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 11, 1989 AS DOCUMENT #89481454, IN COOK COUNTY, ILLINOIS.

PIN NO: 08-10-112-023-0000

MADE IN THE PRESENCE OF CAPITAL BANK AND TRUST REPRESENTATIVE, SHARON K. CROWLEY, REAL ESTATE TRUSTEE UNDER TRUST NO. 2007 (STATE TRANSFER AGT.)

DAT: 6/1/90 BY: SHARON K. CROWLEY ASSISTANT TRUST OFFICER

TO HAVE AND TO HOLD the real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement as forth

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and of any time or times to improve, manage, protect and otherwise deal with said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to waste any subdivision or part thereof, and to do and perform all such acts and things as he or she may deem proper, to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, 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 and real estate or any part thereof, from time to time, in possession or reversion, by lease to commence in the 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 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 amounts of present or future rentals, to partition 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 that may and for such other considerations as would be lawful for any person owning the same to deal with the same, whether similar 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 title, or 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 the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said trust property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, so that at the time of the delivery thereof the trust, created by this deed and by said Trust Agreement was in full force and effect, in that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and in binding upon all beneficiaries thereunder, (b) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and to execute and deliver the same, and that said Trustee, or any successor in trust, shall have no obligation whatsoever with respect to any such conveyance or other instrument, except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever and whatsoever shall be charged with notice of the condition from the date of the filing for record of this Deed.

The conveyance is made upon the express understanding and condition that the Grantor, either individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if 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 said Trust Agreement or any amendment thereto, or for injury to persons or property happening to or about said real estate, any and all such liability being hereby expressly waived and released. Any contract obligation or indebtedness incurred or incurred 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 or its attorney in fact, hereby expressly appointed for such purposes 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 the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever 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 and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, rents and proceeds arising from the sale of any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, rents and proceeds thereof as aforesaid, the intent in hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property is now or hereafter registered, the Register of Deeds is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, or "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, s hereby expressly waive and release 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 ha hereunto set their hand s and seal s this 1st day of June, 1990. THOMAS J. CRUBAUGH (Seal) MARY E. CRUBAUGH (Seal)

STATE OF ILLINOIS COUNTY OF COOK

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Thomas J. Crubaugh and Mary E. Crubaugh, his wife, personally known to me to be the same person s whose name s are 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 Notarial Seal this 1st day of June, 1990.

Commission expires SHARON K. CROWLEY NOTARY PUBLIC

MAIL TO: TRUST DEPT. Capitol Bank and Trust 4801 W. Fullerton Chicago, IL 60639

SHARON K. CROWLEY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/30/92

ADDRESS OF PROPERTY: 1317 Pine Avenue Arlington Heights, IL 60005 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND SUBSEQUENT TAX BILLS TO

DOCUMENT NUMBER

30286471

ATTN: RIDERS' OR REVENUE STAMPS HERE

UNOFFICIAL COPY

TRUST NO. \_\_\_\_\_

**DEED IN TRUST**

(QUIT CLAIM DEED)

90285471

TO

TRUSTEE

**WELLS FARGO BANK**  
**AND TRUST**  
440 North Dearborn Street  
Chicago, Illinois 60610 • (312) 622-7100

*1/3/90*

DEPT-91 RECORDING  
T#5555 TRAN 8435 06/18/90 11:2  
#5254 # \*-90-28647  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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