

UNOFFICIAL COPY

DEED OF TRUST
(ILLINOIS)

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91091682

THE GRANTOR, CHARLOTTE MARIE CROWLEY, married
to DENNIS J. CROWLEY

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^s and ~~WARRANT~~ (QUITCLAIMS) unto

DEPT-01 RECORDING \$13.00
74111 TRAM 8866 02/28/91 09:54:00
28434 4 4 91-09 1632
COOK COUNTY RECORDER

CHARLOTTE M. CROWLEY
2305 Lincolnwood Drive
Evanston, Illinois 60201

(The Above Space For Recorder's Use Only)

as Trustee under the provisions of a trust agreement dated the 31 day of July, 1990 and known as THE CHARLOTTE M. CROWLEY TRUST hereinafter referred to as "said trustee," regardless of the number of trustees, I and my all and every successor of

successors in trust under and trust agreement, the following described real estate in the County of Cook and State of Illinois to wit: The West 85 feet of lot 10 and the West 85 feet of Lot 9 (except the North 65 feet thereof) in David F. Curtin's addition to Lincolnwood in the South East quarter of fractional Section 11, Township 41 North, Range 13 East of Third Principal Meridian, reference being had to the plat thereof recorded October 20, 1921 as Document No. 7502905 in Cook County, Illinois: 10-11-405-009-0000 Permanent Real Estate Index Number.

Address(es) of real estate: 2305 Lincolnwood Drive, Evanston, Illinois 60201

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 of 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 lease said property, or any part thereof, from any 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 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 like real or personal property, to grant easements or charges of any kind, to release, convey or assign by right, title or interest in or about or in connection with said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such lawful 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 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 the under, (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, in 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 above and her^e hereunto set her hand and seal this 1st day of February, 1991

CHARLOTTE M. CROWLEY

DENNIS J. CROWLEY

State of Illinois, County of Cook ss.

OFFICIAL SEAL
Ofelia Martinez
Notary Public, State of Illinois
My Commission Expires July 8, 1991

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLOTTE M. CROWLEY, married to DENNIS J. CROWLEY personally known to me to be the same persons whose names 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.

Commission expires July 8, 1991 this 1st day of February, 1991

This instrument was prepared by HARRY C. BENFORD, III, Schuyler, Roche & Zwirner, P.C., Suite #1190, 1603 Orrington Avenue, Evanston, ILLINOIS 60201

USE WARRANT OR QUITCLAIMS AS PARTIES DESIRE.

HARRY C. BENFORD, III
Schuyler, Roche & Zwirner, P.C.
Suite #1190
1603 Orrington Avenue
Evanston, Illinois 60201
(City, State and Zip) 272

SEND SUBSEQUENT TAX BILLS TO
Charlotte M. Crowley
(Name)
2305 Lincolnwood Drive
(Address)
Evanston, Illinois 60201
(City, State and Zip)

APR 11 1991
91091682

EXEMPT UNDER PROVISIONS OF PARAGRAPHS 2 SECTION 4, REAL ESTATE TRANSFER ACT
DATED: Feb 20, 1991
Alex C. Benford, III, Notary Public

1300

UNOFFICIAL COPY

Deed in Trust

CHARLOTTE M. CROWLEY

TO

CHARLOTTE M. CROWLEY, TRUSTEE

W/T/A DATED JULY 31, 1990

Property of Cook County Clerk's Office

GEORGE E. COLE
LEGAL FORMS

910916827
COOK COUNTY CLERK'S OFFICE
JULY 31 1990