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THE GRANTORS F. QUENTIN BROWN and MARLO S. BROWN, his wife,

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 ~~Know all men by these presents~~ /QUITCLAIM ) unto  
 F. QUENTIN BROWN, 312 Woodley Road,  
 Winnetka, Illinois 60093

(NAME AND ADDRESS OF GRANTEE)

as Trustee under the provisions of a trust agreement dated the 18th day of March 1976, ~~XXXXXXXXXX~~  
 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:

Legal description on the reverse side hereof.

Permanent Real Estate Index Number: 05-29-103-044

Address(es) of real estate: 312 Woodley Road, Winnetka, Illinois 60093

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, to deivate, to 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 praesent 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 98 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 waive 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, to 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 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 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 give 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 instrument have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or required 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 thereto 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 as 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(s)," 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 have hereunto set their hands and seal(s) this 8<sup>th</sup> day of November, 1991.

F. QUENTIN BROWN (SEAL)

MARLO S. BROWN (SEAL)

State of Illinois, County of Cook ss.

I, RICHARD B. FITZGERALD, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that F. QUENTIN BROWN & MARLO S. BROWN, 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 of November, 1991, 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

8<sup>th</sup>

Commission expires 1-5 1993

This instrument was prepared by Richard B. Fitzgerald, 820 Davis Street, Evanston, Illinois  
 (NAME AND ADDRESS)

\*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE.

Richard B. Fitzgerald  
 820 Davis Street  
 Evanston, Illinois 60201

(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO

(Name)  
 (Address)  
 (Address)

OR

RECORDER'S OFFICE BOX NO. \_\_\_\_\_

(City, State and Zip)

AFFIDATIVES OR REVERSE INDEX HERE  
 Exempt under paragraph (e) Section 1, Real Estate Transfer Act  
 Date 3-6-91

Signature

# UNOFFICIAL COPY

## Deed in Trust

TO \_\_\_\_\_

GEORGE E. COLE<sup>2</sup>  
LEGAL FORMS

An undivided one-half (1/2) interest in and to that part of Lots 6 and 7 in Nergard's Subdivision of part of the West half of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, as recorded July 10, 1917 in Book 152 of Plats, on Page 2 as document 6150218 described as follows: Beginning at a point on the South line of said Lot 7, 823.27 feet West of the East line of the North West quarter of said Section 29 and running thence North 336.04 feet to the center line of Woodley Road, a private roadway; thence South 79 degrees, 28 minutes West along the center line of said roadway 152.57 feet to a point; thence South 308.11 feet to a point on the South line of said Lot 7 in Nergard's Subdivision which is 973.27 feet West of the East line of the North West quarter of said Section 29, and thence East along the South line of said Lot 7 in Nergard's Subdivision 150.0 feet to the point of beginning; situated in Cook County, Illinois.

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