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TRUST (ILLINOIS)

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01225534

THE GRANTOR, Lora M. Smith, a widow, not since remarried,

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 /QUIT CLAIMS* unto

Lora M. Smith Unit 205, 800 Ridge Road, Wilmette, Illinois (NAME AND ADDRESS OF GRANTEE)

as Trustee under the provisions of a trust agreement dated the 24th day of APRIL 1991, and known as Trust Number One (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 legal description rider attached hereto and made a part hereof.

Permanent Real Estate Index Number: 05-33-200-016-1022 Address of real estate: Unit 205, 800 Ridge Road, Wilmette, Illinois 60091

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 vacate 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 dedicate, 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 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 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 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 or for such 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 said 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 his, his or their predecessors 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 aforesaid has hereunto set her hand and seal this 24th day of APRIL 1991.

(SEAL)

Lora M. Smith

(SEAL)

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lora M. Smith, a widow, not since remarried, 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 acknowledged that she signed, called and delivered the said instrument as her 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 24th day of APRIL 1991.

Commission expires 1/20/94 1994 Lois C. Bishop NOTARY PUBLIC

This instrument was prepared by Lois C. Bishop, 466 Central Avenue, Northfield, IL 60093 (NAME AND ADDRESS)

MAIL TO: Lois C. Bishop (Name) 466 Central Avenue, Suite 26 (Address) Northfield, IL 60093 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO

L. M. Smith (Name) property address (Address)

(City, State and Zip)

EXEMPT VILLAGE OF WILMETTE REAL ESTATE TRANSFER TAX EXEMPT-1173 MAY 9 1991 ISSUE DATE



137 Mail

UNOFFICIAL COPY

Deed in Trust

TO

GEORGE E. COLE®
LEGAL FORMS

Property of Cook County Clerk's Office

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Unit Number 205, in the Village Green Atrium Senior Citizens Condominium, as delineated on the Plat of Survey of the following described parcel of real estate:

Parcel 1:

Lot 2 in Village of Wilmette's Village Green Subdivision being a subdivision in the North East 1/4 of Section 33, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in Easements Agreement dated December 1, 1982 and recorded December 7, 1982 as Document No. 26432692 for ingress and egress over and across: The South 4 feet of Lot 1 in Village of Wilmette's Village Green Subdivision being a subdivision in the North East 1/4 of Section 33, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

which Plat of Survey is attached as Exhibit "A" to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 26845550, together with its undivided percentage interest in the Common Elements as described in the aforesaid Declaration.

Grantor also hereby grants to Grantee, their successors and assigns, as rights and easements appurtenant to the above-described real estate, the right and easement for the benefit of said property set forth in the aforesaid Declaration, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein. This conveyance is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration, the same as though the provisions stated in said Declaration were recited and stipulated herein.

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