

UNOFFICIAL COPY

RECORDING #13.29  
#0088 TRAM 4463 07/09/91 11.42.00  
#4733 # F \* 91-338841  
COOK COUNTY RECORDER

91338841

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors Shirley Balzrina of Burlington, WI, Harry Sue of Naperville, IL, John Sue of Evanston, IL and Alan Sue of Evanston, IL of the County of \_\_\_\_\_ and State of \_\_\_\_\_ for and in consideration of Ten and no/100 \_\_\_\_\_ Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto **HARRIS BANK NAPERVILLE**, a corporation organized and existing under the laws of the State of Illinois, whose address is 503 N. Washington, Naperville 60566, as Trustee under the provisions of a trust agreement dated the 14th day of Feb., 1991, known as Trust Number 5344 the following described real estate in the County of Cook and State of Illinois.

Lot 137 In "The Terrace" McKey and Poague's Addition To Evanston, Being A Subdivision Of Adam Hoth Homestead (Except South 47.00 Feet Thereof) And The East 1/2 South of Cross Point Road Of Fractional Section 33 And Of The East 200.00 Feet Of Lot 3 In Wittbold's Subdivision Of The South 47.00 Feet Of Lots 5 And 8 And Part of Lot 7 East Of The West 247.50 Feet Thereof Of County Clerks Division Of Fractional Section 33, Township 42 North, Range 13, East Of The Third Principal Meridian, In Cook County, Illinois.

Parcel Number: 10-11-100-076

Permanent Parcel Number 10-11-100-076

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 is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract in 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 future, and upon any terms and for any period or periods of time, not exceeding in the case of a 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 on real estate, 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 any part thereof in all other ways and for such other considerations as it would be lawful for any person owning 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 leased or mortgaged by said trustee, be obliged to see in 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 bring 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, any 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 each 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 thereof, (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 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, 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 accruing 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 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 in the deed, trust deed, or memorial, the words "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 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 aforesaid has hereunto set hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

*Harry Sue* (Seal) *Alan Sue* (Seal)  
*Shirley Balzrina* (Seal) *John Sue* (Seal)

Prepared by: Piccione, Keeley & Associates, Ltd., 122 South County Farm Road  
Wheaton, Illinois 60187

State of Illinois ss. Kimberli A. Bozman, a Notary Public in and for said County, in the County of George do hereby certify that Harry Sue, Alan Sue, Shirley Balzrina and John Sue

personally known to me to be the same person(s) 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 \_\_\_\_\_.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
*Kimberli A. Bozman*  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 2/26/95

After recording return to:  
**HARRIS BANK NAPERVILLE**  
Attention: Trust Division

522 N. Washington St.  
Naperville, IL 60566  
420-3510 • Member FDIC

For information only insert address of above described property

Mail tax bills to: Harry Sue  
112 Red River Court, Naperville, IL 60565

Exempt under provisions of Paragraph 4, Real Estate Transfer Tax Act.

12/11/91  
HARRIS BANK NAPERVILLE  
NOTARY PUBLIC  
5344

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