

# UNOFFICIAL COPY

DEED IN TRUST  
(ILLINOIS)

92087634

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTORS Angela J. Arnott f/k/a  
Angela J. Leeson, married to Robert A. Arnott  
 who joins in this deed solely to release  
 homestead rights  
 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 (WARRANT) (QUITCLAIM) unto  
Heritage Trust Company  
17500 Oak Park Avenue  
Tinley Park, IL 60477  
 (NAME AND ADDRESS OF GRANTEE)

(The Above Space For Recorder's Use Only)

as Trustee under the provisions of a trust agreement dated the 16th day of MARCH 1984 and known as Trust  
 Number 84-2338 (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 reverse for legal description and exceptions  
 to warranty.

Permanent Real Estate Index Number(s): 28-17-412-003-1006

Address(es) of real estate: 15840 Terrace Dr., Unit 3S, Oak Forest, Illinois

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 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  
 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 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 purchase 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 encumbrance 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 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 or alleged 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 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 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 have hereunto set their hand(s) and seal(s) this 7th  
 day of February, 1992

Angela J. Arnott (SEAL) Robert A. Arnott (SEAL)  
 Angela J. Arnott Robert A. Arnott

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 Angela J. Arnott, f/k/a as Leeson and her husband Robert A. Arnott  
 personally known to me to be the same person whose name Angela J. Arnott 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 official seal, this 7th day of February, 1992

Commission expires \_\_\_\_\_ 19\_\_\_\_  
Eileen J. [Signature]  
 NOTARY PUBLIC

This instrument was prepared by JAMES SHENON 332 SMITHSON CHICAGO IL  
 (NAME AND ADDRESS) 60607-4398

\*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

1807  
 821928  
 891928

2398

COOK CO. REC. 016  
 201500  
 REC'D  
 FEB 19 1992  
 STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 DEPT. OF REVENUE  
 63.00

STATE OF ILLINOIS  
 REAL ESTATE TRANSACTION TAX  
 COOK COUNTY  
 91.50

TRUST  
 84-2338  
 MAIL TO:

HERITAGE TRUST COMPANY  
 (Name)  
 17500 OAK PARK AV  
 (Address)  
 TINLEY PARK IL 60477  
 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:  
 \_\_\_\_\_  
 (Name)  
 \_\_\_\_\_  
 (Address)  
 BOX 333-TH  
 (City, State and Zip)

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

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UNOFFICIAL COPY

Deed in Trust

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1992 FEB 11 PM 2:57

92087634

TO

GEORGE E. COLE  
LEGAL FORMS

40928026

(a) covenants, conditions and restrictions of record, terms, provisions, covenants, and conditions, of the Declaration of Condominium and all amendments, if any, thereto; (b) private, public and utility easements, including any easements established by or implied from the Declaration of Condominium or amendments thereto, if any, roads and highways, if any; (c) encroachments, if any; (d) party wall rights and agreements, if any; (e) limitations and conditions imposed by the Condominium Property Act; (f) special taxes or assessments for improvements not yet completed; (g) any unconfirmed special tax or assessment; (h) installments not due at the date hereof or any special tax or assessment for improvements heretofore completed; (i) general taxes for the year 1991 and subsequent years; and (j) installments due after the date of closing of assessments established pursuant to the Declaration of Condominium.

Warranty is being made by Angela J. Arnot only, not by her husband, Robert A. Arnot, who is not in title to the real estate and is joining in this deed solely to release homestead rights. Warranty subject to:

EACHMENT FOR THE BENEFIT OF PARCEL 1, AS SHOWN ON THE PLAT OF OAK FOREST TERRACE SUBDIVISION, RECORDED AS DOCUMENT 21912392, AND AS SET FORTH IN THE TERRACE MAINTENANCE ASSOCIATION AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AS DOCUMENT 22073461, AND AS CREATED BY DEED RECORDED MARCH 13, 1973 AS DOCUMENT 22248270, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNIT NUMBER ROYAL OAK III IN LOT 3 AS DELINEATED ON SURVEY OF LOT 3 IN OAK FOREST TERRACE, A SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY OAK FOREST TERRACE, INCORPORATED, AS DEVELOPER AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 22116275 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

LEGAL DESCRIPTION AND EXCEPTIONS TO WARRANTY