

DEED IN TRUST

UNOFFICIAL COPY

94549232

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, S, Richard J. LaVeau and Rosemary LaVeau, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of TEN Dollars (\$ 10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 11th day of May 19 94, and known as Trust Number 118133-00 the following described real estate in the County of Cook and State of Illinois, to wit:

The North 384 feet (except the West 879.25 feet thereof and except that part taken for Lake Avenue) of the West 30 acres of the North West Quarter of the South East Quarter of Section 28, Township 42 North, Range 12 East of the Third Principal Meridian, in the Village of Glenview, in Cook County, Illinois

Commonly known as 3111-13 West Lake Ave., Glenview, IL

P I N: 04-25-400-006-000 vol. 133

SUBJECT TO: All easements and restrictions of record Taxes for 1993 (payable in 1994) and subsequent years

TO HAVE AND TO HOLD the said real estate with the appurtenances unto the trustee, 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 manage, control and subdivide said real estate or any part thereof, to dedicate streets, highways or alleys to public use, to partition said real estate 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 real estate or any part thereof to a successor or successors in trust, and to grant, to purchase or to acquire in trust all of the interests, rights, powers and authorities vested in said Trustee, in equity, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate, or any part thereof, from time 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 lease the term of 100 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 conditions thereof at any time or times hereafter to contract to make, to grant or 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 reserving the amount of the amount of present or future rentals to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant any lease, or to release, convey or assign any right, title or interest in or about or concerning said real estate or any part thereof, and to deal with said real estate 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 acts above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or in which said real estate or any part thereof shall be removed, constructed to be sold, leased or mortgaged by said Trustee or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed have been complied with, or be obliged to inquire into the authority, legality or expediency of any act of said Trustee, or be obliged or authorized 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said County) relying upon or claiming under any such conveyance, lease or other instrument; (2) 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; (3) 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 all amendments thereof; if any, and binding upon all beneficiaries thereof; (4) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument; and (5) that the conveyance in 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, power, authority, duties and obligations of the said real estate in trust.

This conveyance is made upon the covenants, understandings and conditions that neither American National Bank and Trust Company of Chicago individually or as Trustee, nor its successors or assigns shall have any personal liability or be subjected to any claim, judgment or charge for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed, or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or independence incurred or entered into by the Trustee in connection with said real estate may be signed in by it in the name of the Trustee, and its beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes or, at the election of the Trustee in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to) such contract, obligation or independence except only insofar as the trust property and funds in the actual possession of the Trustee shall be applicable for its payment and discharge thereof; All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the currency, estate and proceeds arising from the sale or any 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 such currency, estate and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire and possible title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or to issue the certificate of title or duplicate thereof, or memorial, the words "in trust," or some condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said Trustee, S, hereby expressly waives and releases any and all right or benefit under and by virtue of any and all laws of the State of Illinois, providing for protection of beneficiaries from sale on execution or otherwise.

In Witness Whereof, the grantor, S, aforesaid have hereunto set their hand S, and

Richard J. LaVeau (REAL) Rosemary LaVeau (REAL) 27th day of May 19 94

STATE OF ILLINOIS, I, Charles E. Whalen, a Notary Public in and for said County of COOK, County, in the State aforesaid, do hereby certify that Richard J. LaVeau and Rosemary LaVeau, 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 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 official seal seal this 27th day of May 19 94 A.D., 19 Charles E. Whalen Notary Public, State of Illinois My Commission Expires 12/1/96 Notary Public

This space for affixing Rifiers and Revenue Stamp

94549232

Document Number

235

UNOFFICIAL COPY

12:04
23.00
0.50
RECORDING *
*0003**
*LINGS *
94549232
0012 MCH

06/17/94

OBJ #
1174 8184

STATE OF ILLINOIS
JUN 17 94
050.00
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE 963193

Cook County
REAL ESTATE TRANSACTION TAX
JUN 17 94
025.00
REVENUE STAMP 963225



GELFMAN & GOLDBERG
1701 LAKE AVE. #475
Glenview, IL 60025

94549232