

UNOFFICIAL COPY

DEED IN TRUST
(ILLINOIS)

94552597

94552597

THE GRANTOR, HAROLD E. MILLER and
CAROL LEIGH MILLER

DEPT-11

\$25.50

#4997 TRAM 5774 06/23/94 11:37:00
#4997 # AP # 94-552597
COOK COUNTY RECORDER

of the County of Cook and State of Illinois for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, Convey and WARRANT unto

HAROLD E. MILLER and CAROL LEIGH MILLER, 1116 Indian Drive, Elgin, Illinois, 60120, as Trustees under the provisions of a Trust Agreement dated the 26th day of April, 1994 and known as the Harold E. Miller and Carol Leigh Miller Joint Declaration of Trust

(The Above Space For Recorder's Use Only)

(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:

Lot FIVE HUNDRED TWELVE (512) in Fifth Addition to Blackhawk Manor being a Resubdivision of part of the Third Addition to Blackhawk Manor a Subdivision of part of Sections 6 and 7, Township 41 North, Range 9, East of the Third Principal Meridian, according to Plat of said Fifth Addition to Blackhawk Manor registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 28, 1966, as Document Number 2262943.

Permanent Real Estate Index Number (s): 06-07-105-024

Address(es) of real estate: 1116 Indian Drive, Elgin, Illinois 60120

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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 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 real estate, or any part thereof, to lease said real estate, 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 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 real estate, 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 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 ways 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 to whom said real estate or any part thereof shall be conveyed, contracted 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 trust have been complied with, or be obliged to inquire into the authority, 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, 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, (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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, 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, power, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither the Grantee individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done by them 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 thereto, 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 indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then 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 any such contract obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever 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 earnings, avails 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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 Grantors 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 Grantors aforesaid have hereunto set their hands and seals this 26th day of April, 1994.

Harold E. Miller (SEAL)
HAROLD E. MILLER

Carol Leigh Miller (SEAL)
CAROL LEIGH MILLER

State of Illinois, County of Kane ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HAROLD E. MILLER and CAROL LEIGH MILLER, personally known to me to be the same persons whose names 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.

(SEAL)
Given under my hand and official seal, this 26th day of April, 1994.

Margit Rippberger
Notary Public

" OFFICIAL SEAL "
MARGIT RIPPBERGER
NOTARY PUBLIC, STAT. OF ILLINOIS
MY COMMISSION EXPIRES 7/18/95

This instrument was prepared by Peter C. Bazos, Esq., 1250 Larkin Avenue, Suite 100, Elgin, IL 60123-8042

MAIL TO: Peter C. Bazos, Esq.
1250 Larkin Avenue
Elgin, Illinois 60123
Phone: (708) 742-8800

SEND SUBSEQUENT TAX BILLS TO:
Harold E. Miller and Carol Leigh Miller
1116 Indian Drive
Elgin, Illinois 60120

94552597

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, REAL ESTATE TRANSFER ACT

4/26/94
DATE
BUYER, SELLER, OR REPRESENTATIVE

1224527

25.50

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a personal and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

DATED: 4-26, 1994 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me
by the said Peter C. Bazos this
26th day of April, 1994.

[Signature]
Notary Public

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: 4-26, 1994 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me
by the said Peter C. Bazos this
26th day of April, 1994.

[Signature]
Notary Public

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

94552597

UNOFFICIAL COPY

IN SENATE
JANUARY 11, 1906

REPORT OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1895

Property of Cook County Clerk's Office

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE MAY 1, 1895.

THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE IS HEREBY REFERRED TO THE SENATE FOR CONSIDERATION.

ATTEST
JANUARY 11, 1906

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE MAY 1, 1895.

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE MAY 1, 1895.