

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor is Brent W. Mitchell, Divorced and not since remarried and Carolyn P. Hollaway, Divorced and not since remarried as Joint Tenants 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 unto Capitol Bank and Trust, an Illinois banking corporation whose address is 4801 West Fullerton, Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of Feb. 19 94, and known as Trust Number 2501, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE ATTACHED

PIN 03-18-101-036-0000

TO HAVE AND TO HOLD the said real estate 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 with respect to the real estate or any part of it, and at any time or times 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 subdivide 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 lease to commence in the present or in the 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 in the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, or other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in, about or easement 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 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 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 the trust property, or be obliged to see that the terms of the 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 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and in 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, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, whether 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 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 of 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 as the election of the Trustee, in its own name, or as trustee of an express trust in fact, hereby irrevocably appointed for such purposes, 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, profits, dividends and proceeds arising from the sale or any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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 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 S. aforesaid have hereunto set THEIR hand S. and seal S. this 17th day of AUGUST, 1994.

Brent W. Mitchell (Seal) *Carolyn P. Hollaway* (Seal)
BRENT W. MITCHELL CAROLYN P. HOLLAWAY

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brent W. Mitchell and Carolyn P. Hollaway 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 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 Notarial Seal this 12 day of AUGUST, 1994.

Commission expires

ADDRESS OF PROPERTY:
2510 Greenwood Court
Arlington Heights, IL 60006

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO:
LARRY McLow
422 Park View
Arlington Heights 60005

MAIL TO:
TRUST DEPT.
Capitol Bank and Trust
4801 W. Fullerton
Chicago, IL 60639

Document Prepared By:
Joseph A. La Zara
811 N. Milwaukee, Niles, IL 60714

MAIL TO 94751046

AFFIX "RIDERS" OR REVERSE STAMPS HERE

DOCUMENT NUMBER

94751046

355

UNOFFICIAL COPY

TRUST NO _____

DEED IN TRUST

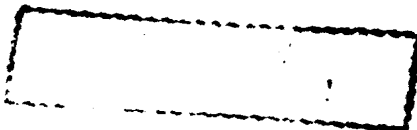
(WARRANTY DEED)

TO

**SEY CAPTOL BANK
AND TRUST**
Member FDIC
Fullerton • Chicago, Illinois 60639 • (312) 622-7100

TRUSTEE

Property of Cook County Clerk's Office



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Legal Description:

THE SOUTH THREE (3) FEET OF THAT PART OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID EAST HALF OF THE NORTH WEST QUARTER OF SAID SECTION 18, 915 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 18, 546.89 FEET TO THE WEST LINE OF GLENWOOD AVENUE; THENCE SOUTH 200 FEET ALONG THE WEST LINE OF SAID GLENWOOD AVENUE, THENCE WEST 546.89 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE WEST LINE OF SAID EAST HALF OF THE NORTH WEST QUARTER OF SAID SECTION; THENCE NORTH 200 FEET ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTH WEST QUARTER OF SAID SECTION TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART LYING SOUTH WEST OF RAND ROAD OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) AND THE WEST HALF (1/2) OF THE NORTH EAST QUARTER (1/4) OF SECTION EIGHTEEN (18), TOWNSHIP FORTY TWO (42) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SAID SECTION EIGHTEEN (18), ONE THOUSAND ONE HUNDRED FIFTEEN (1115) FEET SOUTH OF THE NORTH WEST CORNER THEREOF AND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION FIVE HUNDRED FORTY SIX AND EIGHTY NINE ONE HUNDREDTHS (546.89) FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE ONE HUNDRED (100) FEET; THENCE WEST FIVE HUNDRED FORTY SIX AND EIGHTY NINE ONE HUNDREDTHS (546.89) FEET PARALLEL TO THE SOUTH LINE OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SAID SECTION; THENCE NORTH ON THE WEST LINE OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SAID SECTION ONE HUNDRED (100) FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

COOK COUNTY
 REAL ESTATE TRANSACTION TAX
 13250
 963225
 REVENUE STAMP

IBT #
 1174-8184

STATE OF ILLINOIS
 AUG 18 1894
 265.00
 REAL ESTATE TRANSFER TAX
 DEPARTMENT OF REVENUE 063103



COOK COUNTY
 RECORDER
 JESSE WHITE
 SKOKIE OFFICE

08/18/94
 06/18/94
 0005 40#
 RECORD IN *
 MAILINGS *
 94754046 #
 0005 40#
 16:06
 23:00
 1:50

94754046

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