

# UNOFFICIAL COPY

GEORGE E. COLE®  
LEGAL FORMS

No. 1990  
November 1994

## DEED IN TRUST (ILLINOIS)

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96414072

THE GRANTORS, Lawrence Melvin Niffenegger and Patricia Ann Niffenegger, his wife, of the County of Cook and State of Illinois

for and in consideration of Ten and 00/100 (\$10.00) DOLLARS, and other good and valuable considerations in hand paid,

Convey        and WARRANT ~~XXXXXXXXXXXX~~ unto Patricia A. Niffenegger, 3450 Elgin Lane, Evanston, IL 60203, not individually, but solely

(Name and Address of Grantee)

as Trustee under the provisions of a trust agreement dated the 19th day of April, 1996, and known as the Patricia A. Niffenegger Revocable Trust ~~Trust Number XXXXXXXXXXXX~~ (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:

DEPT-01 RECORDING \$25.50  
T#2222 TRAN 9592 05/31/96 14:59:00  
#6036 + KE \*-96-414072  
COOK COUNTY RECORDER

Above Space for Recorder's Use Only

Lot 19 in the Compleat House Addition to Lincolnwood, a subdivision of part of Lots 6 and 7 in Owners Division of part of the Northwest and Northeast Quarters (1/4) of Section 14, Town 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof filed in the Office of the Registrar of Titles, October 25th, 1939 as Document No. 837611.

Real Estate Transfer Tax Act

20196

Date

*[Signature]*  
Trustee, Seller or Representative

Permanent Real Estate Index Number(s): 10-14-206-007-000

Address(es) of real estate: 3450 Elgin Lane, Evanston, IL 60203

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, street, highways or alleys; to vacate 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 praesenti 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 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 easement 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.

25.50

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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 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 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 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.

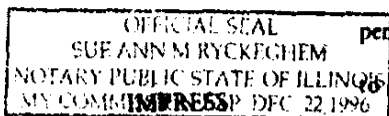
In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 30th day of May, 1996.

Lawrence Melvin Niffenegger (SEAL) Patricia Ann Niffenegger (SEAL)  
Lawrence Melvin Niffenegger Patricia A. Niffenegger

State of Illinois, County of De Page ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Lawrence Melvin Niffenegger and Patricia Ann Niffenegger, his wife



SEAL  
HERE

personally known to me to be the same persons whose names are subscribed

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 31st day of May, 1996.

Commission expires December 22, 1996 Sue Ann M. Ryckeghem  
NOTARY PUBLIC

This instrument was prepared by Jeffrey A. Zaluda, Esq., Horwood, Marcus & Braun Chicago  
333 West Wacker Drive, #2800, Chicago, IL 60606 (Name and Address)

USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO: Patricia A. Niffenegger  
(Name)  
3450 Elgin Lane  
(Address)  
Evanston, IL 60203  
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:

Patricia A. Niffenegger, Trustee  
(Name)  
3450 Elgin Lane  
(Address)  
Evanston, IL 60203  
(City, State and Zip)

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

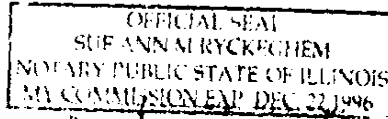
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## STATEMENT BY GRANTOR AND GRANTEE

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 person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated May 31, 1996 Signature: Patricia A. Hoffeneger  
Grantor or Agent

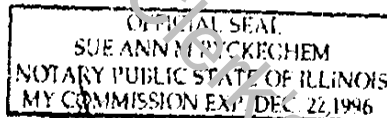
Subscribed and sworn to before me by the said [Name] this 31st day of May, 1996.  
Notary Public Sue Ann Ryckeghem



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 May 31, 1996 Signature: Patricia A. Hoffeneger  
Grantee or Agent

Subscribed and sworn to before me by the said [Name] this 31st day of May, 1996.  
Notary Public Sue Ann Ryckeghem



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.)

**VILLAGE of SKOKIE, ILLINOIS**

**Economic Development Tax  
Village Code Chapter 10  
EXEMPT Transaction  
Chicago Office**

5001 1000

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Property of Cook County Clerk's Office

9541 4572

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11-009351-8

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

DPS 1093

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My Commission Expires: \_\_\_\_\_

Notary Public \_\_\_\_\_

Given under my hand and official seal, this 23rd day of \_\_\_\_\_, 1996, signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_, personally known to me to be the same person(s) whose name(s) \_\_\_\_\_, DENNIS W. BAILEY AND SHARON C. BAILEY, HUSBAND AND WIFE \_\_\_\_\_, a Notary Public in and for said county and state do hereby certify \_\_\_\_\_, County of \_\_\_\_\_, STATE OF ILLINOIS, COOK \_\_\_\_\_, that \_\_\_\_\_, The Undersigned \_\_\_\_\_

\_\_\_\_\_  
 (Seal) Borrower

\_\_\_\_\_  
 (Seal) Borrower

\_\_\_\_\_  
 (Seal) Borrower SHARON C. BAILEY

\_\_\_\_\_  
 (Seal) Borrower DENNIS W. BAILEY

Witnesses: \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- [Check applicable box(es)]
- Adjustable Rate Rider
  - Graduated Payment Rider
  - Balloon Rider
  - VA Rider
  - Condominium Rider
  - Planned Unit Development Rider
  - Rate Improvement Rider
  - Other(s) [specify]
  - 1-4 Family Rider
  - Biweekly Payment Rider
  - Second Home Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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