

**DEED IN TRUST
(ILLINOIS)**

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10A

THE GRANTOR DOLORES P. MILLIKIN
of the County of Cook and State of Illinois

for and in consideration of Ten and no/100's (\$10.00)
DOLLARS, and other good and valuable considerations in hand paid,

Convey S and WARRANT S /QUIT CLAIM _____* unto

(See names and addresses of Grantees attached to and incorporated herein this Deed In Trust, dated August 26, 1997.)

(Name and Address of Grantee)

as Trustee under the provisions of a trust agreement dated the 3rd
day of July, 1997, and known as

Trust Number N/A (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:

Above Space for Recorder's Use Only

(See Legal Description attached hereto and incorporated herein this Deed In Trust, dated August 26, 1997.)

Subject to 1996 General Real Estate Taxes and subsequent years.
Subject to any and all rights of record.
Subject to covenants, restrictions, limitations, terms, provision options and easements of record, if any.

Permanent Real Estate Index Number: 18-20-100-020-1082

Addresses of real estate: 111 Acacia Drive, Unit 608, Indian Head Park, IL 60526

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.

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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 to 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 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 grantor _____ aforesaid has _____ hereunto set her hand _____ and seal _____ this 26th day of August, 1997.

(SEAL) Dolores P. Millikin (SEAL)
Dolores P. Millikin

State of Illinois, County of DuPage ss.

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

Dolores P. Millikin

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

she signed, sealed and delivered the said instrument as her 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 26th day of August, 1997

Commission expires February 5 1998
Robert J. Thomas
NOTARY PUBLIC

This instrument was prepared by Robert J. Thomas 529 W. Roosevelt Road Wheaton, IL 60187
(Name and Address)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO: MICHAEL J. HERMANN
(Name)
4130 CLAUSEN AVE
(Address)
WESTERN SPRINGS, IL
(City, State and Zip) 60558

SEND SUBSEQUENT TAX BILLS TO:
Howard F. and Betty B. Fenstermaker
(Name)
111 Acacia Drive, Unit 608
(Address)
Indian Head Park, IL 60525
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____



9762724

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Attached to and made a part hereof the Deed In Trust by and between Dolores P. Millikin and Howard F. and Betty B. Fenstemaker dated August 26, 1997

Names and Addresses of Grantees:

HOWARD F. FENSTEMAKER or BETTY B. FENSTEMAKER, Trustees, or their successors in trust, under the **HOWARD F. FENSTEMAKER LIVING TRUST**, dated July 3, 1997, and any amendments thereto, of 320 N. Ashland Ave., LaGrange Park, Illinois, as to an undivided 50% interest, and to:

BETTY B. FENSTEMAKER or HOWARD F. FENSTEMAKER, Trustees, or their successors in trust, under the **BETTY B. FENSTEMAKER LIVING TRUST**, dated July 3, 1997, and any amendments thereto, of 320 N. Ashland Ave., LaGrange Park, Illinois, as to an undivided 50% interest.

LEGAL DESCRIPTION:

Parcel 1:

Unit 608 as delineated on plat of survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lot 1 in Indian Head Park Condominiums Unit 1, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 20, Township 38 North, Range 12, East of the Third Principal Meridian according to the plat thereof recorded April 2, 1974, as Document 22672940; which survey is attached as Exhibit "B" to Declaration of Condominium Ownership made by L. Acacia, Incorporated, an Illinois Corporation, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 22779634; together with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and plat of survey), in Cook County, Illinois

Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in Declaration of Easements, Covenants and Restrictions dated July 8, 1974 and recorded July 11, 1974 as Document 22779633 and as created by deed from L. Acacia, Incorporated, Corporation of Illinois, to John Menna and Virginia Menna dated August 29, 1974 and recorded October 8, 1974 as Document 23249301 for ingress and egress.

PERMANENT INDEX NUMBER: 18-20-100-020-1082

