

# UNOFFICIAL COPY

## DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT  
THE GRANTOR, PETER KOEHLER,  
divorced and not since remarried

of the County of Cook and State  
of Illinois, for and in  
consideration of the sum of Ten and 00/100ths  
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  
N LaSalle St., Chicago, Illinois, as Trustee under  
the provisions of a certain Trust Agreement  
dated the 27th day of September  
Number 12345-09 the following described real estate situated in  
County, Illinois to wit

Reserved for Document Use Only

September 1997

Cook

and known as Trust

### SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 5 Three Lakes Road, Barrington Hills, Illinois 60010

Property Index Number 01-03-200-05 and 01-03-104034

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.  
THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A  
PART HEREOF.

And the said grantor hereby expressly waives and releases any and all right or benefit under  
and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution  
or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal  
this 1st day of October 1997

(SEAL)

Peter Koehler

(SEAL)

(SEAL)

Lawyers Title Insurance Corporation

STATE OF ILLINOIS JAMES J. RIEBANDT, a Notary Public in and for  
COUNTY OF LAKE said County, in the State aforesaid, do hereby certify

PETER KOEHLER, divorced and not since remarried, personally known to me  
to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that he signed, sealed and delivered of said instrument as a 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 seal this 1st day of OCTOBER, 1997

OFFICIAL SEAL  
JAMES J. RIEBANDT  
Notary Public - State of Illinois  
My Commission Expires May 29, 2000

James J. Riebandt  
NOTARY PUBLIC

Prepared By: James J. Riebandt, 3025 Salt Creek Lane, Arlington Heights, IL 60005

MAIL TO: American National Bank and Trust Company of Chicago  
P.O. Box 687, Wheaton, IL 60189 XXXXXX  
MAIL TO

# UNOFFICIAL COPY

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, 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 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 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, or 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, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, 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 that 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 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 said American National Bank and Trust Company of Chicago 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 real estate 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.

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
                                  )  SS.  
COUNTY OF LAKE        )

PETER KOEHLER, being duly sworn on oath, states that he resides at 5 Three Lakes Road, Barrington Hills, Illinois 60010, and that the attached deed is not in violation of 765 Illinois Compiled Statutes 205/0.01 et. seq. for one of the following reasons: (CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DEED OR LEASE)

1. Said Act is not applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcel)

-OR-

the conveyance falls in one of the following exemptions permitted by the Amended Act which became effective July 17, 1959.

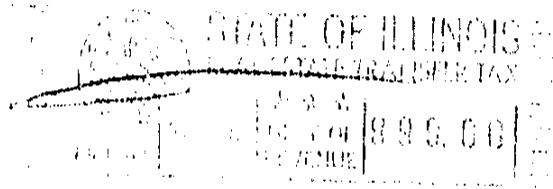
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The exchange of parcels of land between owners of adjoining or contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act, July 17, 1959, into no more than 2 parts and not involving any new streets or easements of access.

# UNOFFICIAL COPY

10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.

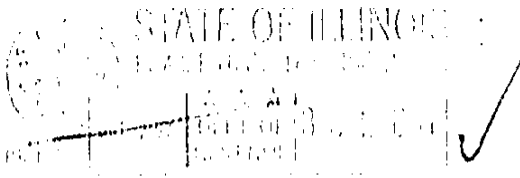
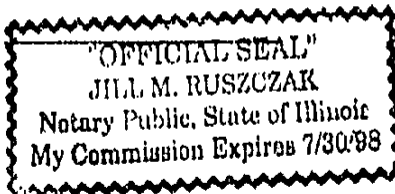
*Peter Koehler by J. M. Ruszczak*  
*Attorney-in-Fact*  
\_\_\_\_\_  
PETER KOEHLER



SUBSCRIBED and SWORN to before me  
this 1st day of October, 1997.

*Jill M. Ruszczak*  
\_\_\_\_\_  
Notary Public

My commission expires:



Property of Cook County Clerk's Office