

UNOFFICIAL COPY

EXECUTOR'S DEED
(ILLINOIS)

97886383 Page 1 of 3
1324/0111 37 001 1997-11-26 10:47:11
Cook County Recorder 25.00

The grantor, JAMES E. ATKINSON as executor of the will of KATHERINE M. ATKINSON, deceased, by virtue of letters testamentary issued to him by the Circuit Court of Cook County, State of Illinois, and in exercise of the power of sale granted to him in and by said will and in pursuance of every other power and authority enabling, and in consideration of the sum of \$300,000 (Three hundred thousand and 00/100 Dollars), receipt whereof is hereby acknowledged, does hereby quit claim and convey unto:

MARGARET LOOZE AS TRUSTEE OF THE MARGARET LOOZE TRUST
DATED MAY 13, 1996.

(Above space for Recorder's use only)

the following described real estate, situated in the County of Cook and State of Illinois, to wit:

PARCEL 1. LOT 50 IN PARK BARRINGTON UNIT 2, RECORDED JUNE 5, 1989 AS DOCUMENT NUMBER 89253207, AS CORRECTED BY DOCUMENT NUMBER 89614309 RECORDED DECEMBER 26, 1989, BEING A RESUBDIVISION OF PART OF LOT 9 IN SOUTHGATE UNIT NO. 1 (DOCUMENT NUMBER 21811304 RECORDED FEBRUARY 17, 1972) AND BEING A RESUBDIVISION OF LOTS 1 THROUGH 11 INCLUSIVE AND LOTS 123 THROUGH 127 INCLUSIVE OF PART OF PARK BARRINGTON UNIT 1 (DOCUMENT NUMBER 88206339 RECORDED MAY 13, 1988), BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

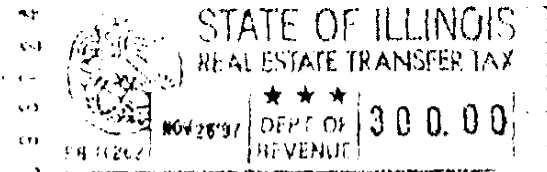
PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER OUTLOT "A" CONTAINED IN PLAT OF SUBDIVISION OF PARK BARRINGTON UNIT 1 AND IN DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED MAY 13, 1988 AS DOCUMENTS 88206339 AND 88206341, RESPECTIVELY.

Address of Real Estate: 432 Park Barrington Drive, Barrington, IL.

Dated this 21st day of November 1997

PIN 01-12-212-003

James E. Atkinson
James E. Atkinson, Executor,
Estate of Katherine M. Atkinson, Deceased



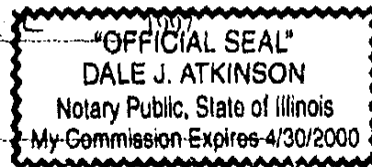
STATE OF ILLINOIS, COUNTY OF COOK SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES E. ATKINSON, 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 he signed, sealed and delivered the said instrument as his 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 21 day of November 1997

Dale J. Atkinson
NOTARY PUBLIC

Commission expires



PREPARED BY and MAIL TO

WILLIAM J. PAYNE
SAMUELSON & PAYNE
575 LEE STREET, UPPER LEVEL
DES PLAINES, IL 60016

SEND SUBSEQUENT TAX BILLS TO:

BOX 169


REITITLE

92905 10/1

Property of Cook County Clerk's Office

0 6 6 7 3 3


Cook County
 REAL ESTATE TRANSACTION TAX
 REVENUE STAMP NOV 26 '97
 P.O. 11422



125.00

0 6 6 7 3 4

Cook County
 REAL ESTATE TRANSACTION TAX
 REVENUE STAMP NOV 26 '97
 P.O. 11422



25.00

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TO HAVE AND TO HOLD the real estate with the appurtenances upon the trust and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority are hereby granted to the trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey the 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 the trustee; to donate, to dedicate, mortgage or otherwise encumber the real estate or any part thereof; to lease the 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 the real estate, or any part thereof, for other real or personal property; to grant easements or changes of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof; and to deal with the 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 the trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or to be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 delivery thereof the trust created herein and by the 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 the trust agreement or in any amendment thereof and binding upon all beneficiaries thereunder; (c) that the 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.

This conveyance is made upon the express understanding and condition that neither the 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 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 amendments 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, obligations 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, whomever 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 beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the mortgage, sale, or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary under the trust agreement shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possessions, 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.

Clerk's Office

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