

# UNOFFICIAL COPY

## DEED IN TRUST

## RECORDER'S USE ONLY

THIS INDENTURE WITNESSETH that the Grantor, **BRETT W. WENZLAFF**, divorced and not since remarried, of the City of Des Plaines, 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, Conveys and Warrants unto Grantee, **BRETT W. WENZLAFF** as trustee, under the provisions of a Declaration Trust dated this 17th day of January, 1997, and known as **THE BRETT W. WENZLAFF 1997 DECLARATION OF TRUST**, and to all and every successor or successors in trust under the declaration of trust, the following described real estate in Cook County, Illinois:

DEPT-01 RECORDING 25.50  
 T#0015 TRAN 0740 02/19/97 14:3:00  
 #2709 CT #--97-115870  
 COOK COUNTY RECORDER  
**97115870**

### LEGAL DESCRIPTION

The west forty-four (44) feet of lot four (4) in block fifteen (15) in Des Plaines Manor tract #2, in the west half (1/2) of section 17, township 41 North, range 12, east of the third principal meridian, according to plat recorded July 14, 1911 as document 4793564, all in Cook County, Illinois.

P.L.N.: 09-17-303-020 Commonly Known As: 825 Hollywood Ave, Des Plaines, IL 60016

**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 or parts 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 re-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 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 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 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 or 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 conveyed, contracted to 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 relating to said trust property 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 the Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instruments 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 is 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.

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This conveyance is made upon the express understanding and condition that the Grantee, neither 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 said 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 the 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 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, avails 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 of similar import, in accordance with the statute in such case made and provided.

And the said Grantor hereby expressly waives and releases any and all rights or benefits 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 hand and seal this 17th day of January 1997.  
BRETT W. WENZLAFF signs releasing his homestead rights pursuant to the Illinois Marriage and Dissolution of Marriage Act.

*Brett W. Wenzlaff*  
BRETT W. WENZLAFF

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BRETT W. WENZLAFF, 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 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 Notarial Seal this 17th day of January 1997.

*Donna Rzeszutek*  
Notary Public



Exempt deed or instrument  
Eligible for recordation  
without payment of tax

*Janet Peterson*  
City of Des Plaines 27 47

PREPARED BY AND  
RETURN TO:  
Barrett F. Pedersen  
19418 Irving Park Road  
Skuller Park, IL 60176

ADDRESS OF PROPERTY:  
825 Hollywood Avenue  
Des Plaines, IL 60016

**REAL ESTATE TRANSFER EXEMPTION**  
THE TRANSFER OF THIS PROPERTY IS EXEMPT UNDER THE  
REAL ESTATE TRANSFER ACT, SEC. 4, PARA. E., AND COOK  
COUNTY ORDINANCE #95104 PARA. E.

SUBSEQUENT TAX BILLS TO:  
Brett W. Wenzlaff  
825 Hollywood Avenue  
Des Plaines, IL 60016

DATED: 17th day of January 1997.

SIGNATURE:

*Brett W. Wenzlaff*

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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, and 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: 17 January, 1997

Signature: *Mimi B. Hantz*

Grantor or Agent

Subscribed and sworn to before me by the said

X Mimi B. Hantz this  
17 day of January, 1997.

*Barrett F. Pedersen*

Notary Public



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: 17 January, 1997 Signature: *Mimi B. Hantz*

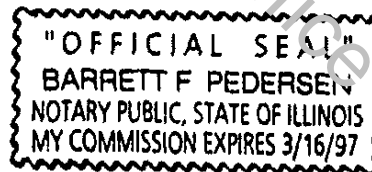
Grantee or Agent

Subscribed and sworn to before me by the said

X Mimi B. Hantz this  
17 day of January, 1997.

*Barrett F. Pedersen*

Notary Public



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.)

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