

UNOFFICIAL COPY

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1998-08-10 10:45:43
Cook County Recorder's Office

DEED IN TRUST - QUIT CLAIM

THIS INDENTURE, WITNESSETH, THAT
THE GRANTOR, MARIANO G. HERMOSA
and FE L. HERMOSA, his wife,
of the County of Cook and
State of Illinois, for and in
consideration of the sum of TEN and 00/100
Dollars (\$ 10.00) in hand paid,
and of other good and valuable considerations,
receipt of which is hereby duly acknowledged,
convey and **QUIT-CLAIM** unto **AMERICAN
NATIONAL BANK AND TRUST COMPANY
OF CHICAGO**, a National Banking Association
whose address is 1201 S. Milwaukee Ave.,
Libertyville, Illinois, as Trustee under the
provisions of a certain Trust Agreement dated
the 23rd day of
February, 1998.

(Reserved for Recorder's Use Only)

Property not to be subject to the
claims of Deb. Planes, Deed of
assignment not subject to transfer
and known as

Trust Number 600506-06 the following described real estate
County, Illinois, to wit: Exempt under Real Estate Transfer Tax Act, Sec. 4, Par. 9

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 9698 REDING CIRCLE, DES PLAINES, IL 60016

Property Index Number 09-10-301-089-0000 & 09-09-401-501-0000

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 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 exemption or homesteads from sale or execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has herunto set hand and seal this 25th day of February, 1998.

Mariano Hermosa (SEAL) Fe L. Hermosa (SEAL)
MARTIANO G. HERMOSA FE L. HERMOSA
(SEAL) (SEAL)

STATE OF ILLINOIS) I, _____, a Notary Public in and
for COUNTY OF COOK) said County, in the State aforesaid, do hereby certify MARTIANO G. HERMOSA and
FE L. HERMOSA, his wife, 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 they signed, sealed and delivered of said instrument as a free and voluntary act, for the uses and purposes herein set forth including the release and waiver of the right of homestead. GIVEN under my hand and seal this 25th day of February, 1998.

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/13/00

Katharine Streckert
NOTARY PUBLIC

Prepared By: KENNETH E. STRECKERT, 4165 Lincoln Avenue, Chicago, IL 60618

MAIL TO: American National Bank and Trust Company of Chicago
2201 South Milwaukee Avenue, Libertyville, Illinois 60048
STRECKERT, BINDER and STRECKERT
4165 LINCOLN, CHICAGO, IL 60618

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 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 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, be 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 (of including the Registrar 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 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 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 or 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.

LEGAL DESCRIPTION

PIN: 09-10-301-089
 & 09-09-401-501

PARCEL 1:

That part of Lot 1 in Lake Mary Anne Subdivision of part of Sections 9 and 10, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the most Westerly South West corner of said Lot 1; thence South 88 Degrees 38 Minutes 25 Seconds East on the South line of said Lot 1 a distance of 610.82 Feet; thence North 7 Degrees 21 Minutes 35 Seconds East 119.12 Feet to the place of beginning of the parcel of land being herein described; thence North 74 Degrees 39 Minutes 44 Seconds East 363.70 Feet; thence North 19 Degrees 57 Minutes 30 Seconds West 68.78 Feet Thence South 82 Degrees 21 Minutes 35 Seconds West 313.69 Feet; thence North 45 Degrees 38 Minutes 02 Seconds West 1.20 Feet to a point 221.00 Feet North 7 Degrees 21 Minutes 35 Seconds East of the point of beginning; thence South 7 Degrees 21 Minutes 35 Seconds West 121.00 Feet to the place of beginning, (said Subdivision recorded October 27, 1965 as Document No. 19630839) in Cook County, Illinois.

ALSO

PARCEL 2:

Easement for ingress and egress for the benefit of Parcel 1 as created by Grant of Easement dated November 4, 1966 and recorded December 6, 1966 as Document 20016197 and as amended by letter of Amendment recorded January 21, 1969 as Document 20214489 over and upon:

(A) The North 33 Feet of Lot 1;

(B) The West 33 Feet of Lot 1;

(C) That party of Lot 1 described as a strip of land 30 Feet in width and 270 Feet in length, the center line of which is described as commencing on a point on the West line of said Lot 1 and 562.33 Feet Northerly of the most Westerly South West Corner of said Lot 1; thence Easterly at right angles to said West line of Lot 1, a distance of 270 Feet;

(D) The South 33 Feet of that part of Lot 1 falling in the South East Quarter of Section 9, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois;

(E) That part of Lot 1 described as a strip of land 30 Feet in width and 270 Feet in length, the center line of which is described as commencing at a point on the most Westerly South line of Lot 1 and 615.82 Feet East of the most Westerly South West corner of Lot 1; thence Northerly on a line forming an angle of 84 Degrees from East to North with said most Westerly South line of Lot 1, a distance of 270 Feet;

(F) The West 33 Feet of the South 312.95 Feet of that part of Lot 1 falling in the South West Quarter of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian; in Cook County, Illinois;

(G) The East 33 Feet (except the South 417.64 Feet as measured on the East line thereof) of that part of Lot 1 lying West of and adjoining the East line of the West Half of the South West Quarter of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois;

(H) The North 33 Feet of that part of Lot 1 lying East of and adjoining the East line of the West Half of the South West Quarter of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois;

(I) The East 33 Feet of the North 142.64 Feet of the South 417.64 Feet (as measured on the East line thereof) of that part of Lot 1 lying West of and adjoining the East line of the West Half of the South West Quarter of the South West Quarter of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois;

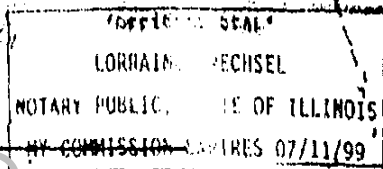
EXEMPT AND ADI TRANSFER DECLARATION STATEMENT
REQUIRED UNDER PUBLIC ACT 87-543
COOK COUNTY ONLY

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 2/23, 1998

Signature: [Handwritten Signature]
Grantor or Agent

Subscribed and sworn to before me by the said [Handwritten Name] this 23rd day of Feb, 1998.
Notary Public [Handwritten Name]

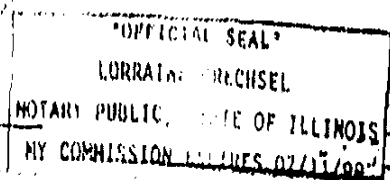


The grantee of his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a 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 2/23, 1998

Signature: [Handwritten Signature]
Grantee or Agent

Subscribed and sworn to before me by the said [Handwritten Name] this 23rd day of Feb, 1998.
Notary Public [Handwritten Name]



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 ADI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)