

UNOFFICIAL COPY

DEED IN TRUST
(To transfer real estate to land trust)
(WARRANTY)

JOHNSON BANK ILLINOIS
920 South Waukegan Road
Lake Forest, Illinois 60045
847-615-3030

98784102

DEPT-01 RECORDING \$25.00
T40009 TRAN 3740 09/02/98 10:39:00
98784102
COOK COUNTY RECORDER

The above space is for the recorder's use only

The Grantor(s) Leslie A. Markus and Robert Markus, Wife and Husband

County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) to the GRANTEE, JOHNSON BANK ILLINOIS, an Illinois Banking Corporation, whose address is 920 South Waukegan Road, Lake Forest, Illinois 60045, as Trustee under the provisions of a certain trust agreement dated the 17th day of August, 1998

and known as Trust Number 521 the following described real estate situated in the County of Cook and State of Illinois: (NOTE: IF ADDITIONAL SPACE IS REQUIRED FOR LEGAL DESCRIPTION, ATTACH ON SEPARATE 8 1/2" X 11 PAPER)

SEE ATTACHED EXHIBIT "A"

Permanent Index Number: 05-21-402-001-0000

Address of Real Estate: 402 Willow Road, Winnetka, IL 60093

To have and to hold, the said real estate together with all the appurtenances and privileges thereunto belonging or appertaining upon the trusts and for the purposes herein and in said Trust Agreement set forth.

The additional terms and provisions on the reverse side hereof shall constitute a part of this Deed in Trust (Warranty) and are incorporated herein.

The said GRANTOR(s) hereby waive(s) and release(s) any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

DATED this 26 day of August, 1998

Leslie A. Markus (Seal)

Leslie A. Markus

Robert Markus (Seal)

Robert Markus

(Seal)

(Seal)

BOX 333-CTI

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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 rights, streets, highways or alleys and to convey any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell or to grant option 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 lease to covenants in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 198 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 to make and provide therefor any time or times hereafter, to contract to make lease 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, in grant assignments or charges of any kind, to release, convey or assign any right, title or interest in or claim or demand appertaining 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 and 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, assigned to be sold, leased or mortgaged by said trustee or any successor in trust, be obliged to see that the terms of said trust have been complied with, or be obliged to inquire into the validity, 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 instrument 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 instrument and in said trust agreement or in all amendments thereto, if any, and binding upon all beneficiaries, (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, undivided, duties and obligations of the trustee or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither JOHNSON BANK ILLINOIS, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything done by or for or to 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 a person or persons of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the direction 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 who are 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 under said trust agreement and of all persons claiming under them or any of them shall be only in the earnings, profits 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 shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said JOHNSON BANK ILLINOIS 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 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 "limitation of" or words of similar import, in accordance with the statute in such case made and provided.

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 Leslie A. Markus and Robert Markus, Wife and Husband

are

personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

OFFICIAL SEAL

JOHN M. HILLERY

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/03/01

Given under my hand and notarial seal this 28 day of AUGUST, 1998

John M. Hillery
Notary Public

My commission expires: 6/03/01

This Document was prepared by: John M. Hillery, 20 South Clark Street, Suite 2200
Chicago, Illinois 60603

Return Recorded Document to:

Send Subsequent Tax Bills to:

Jonathan Levy

Steven B. Tobin

30 N. LaSalle Suite 2900

30 N. LaSalle Suite 2900

Chicago, IL 60602

Chicago, Illinois 60602

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EXHIBIT A

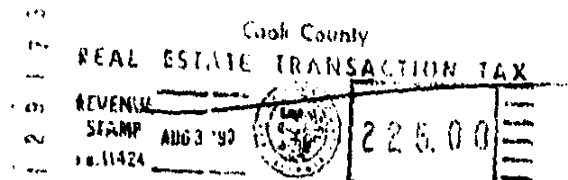
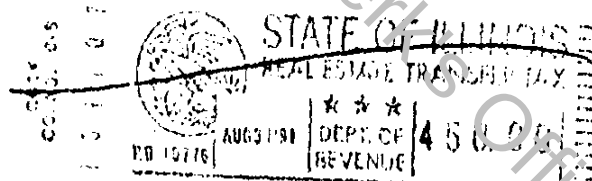
402 Willow Road, Winnetka, Illinois 60093
P.I.N. 05-21-402-001-0000

THE NORTH 1/2 OF LOT 2 IN BLOCK 2 IN DALE'S ADDITION TO THE VILLAGE OF WINNETKA, SAID ADDITION BEING A SUBDIVISION OF THE NORTH 7 1/2 CHAINS OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject to the following, if any:

GENERAL TAXES FOR 1997 AND SUBSEQUENT YEARS; BUILDING LINES AND BUILDING RESTRICTIONS OF RECORD; ZONING AND BUILDING LAWS AND ORDINANCES; PRIVATE, PUBLIC AND UTILITY EASEMENTS; COVENANTS AND RESTRICTIONS OF RECORD AS TO USE AND OCCUPANCY; PARTY WALL RIGHTS AND AGREEMENTS, IF ANY; EXISTING LEASES AND TENANCIES IN REAL ESTATE WITH MULTIPLE UNITS; ACTS DONE OR SUFFERED BY AND THROUGH THE PURCHASERS.

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