

# UNOFFICIAL COPY

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1998-09-15 09:28:16  
Cook County Recorder 29.50



## WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor(s), Joel Lerner, Divorced And Not Remarried of the County of Kane and State of Illinois, for and in consideration of the sum of Ten And zero/100ths Dollars (\$ 10.00), in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, Convey(s) and Warrant(s) unto the First American Bank, an Illinois Banking Corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of June, 19 98, and known as Trust Number 1-98-122, the following described real estate in the County of Cook and State of Illinois, to-wit:

See legal description attached hereto and made a part hereof as Exhibit A



This transfer exempt under Section 4 paragraph         

Real Estate Transfer Act

Date: 6-22-98 *Joel Lerner*

COMMONLY KNOWN AS: See address attached hereto and made a part hereof as Exhibit A

Permanent Index Number: See P.I.N. attached hereto and made a part hereof as Exhibit A

SUBJECT TO: Covenants, conditions, restrictions and easements of record

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use and purposes herein and in said Trust Agreement set forth.

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 and 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 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 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 the terms and provisions thereof at any time 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

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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 (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 hereunder, (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 conditions that neither the First American Bank, 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 in or about the said real estate or as a result of any operations conducted on or any contamination of, on or about said real estate, including, without limitation, any injury or damage associated with or resulting from the environmental condition of said real estate, such operations or any substance thereon or the release or threat of release of any substance therefrom, or under the provisions of this Deed or said Trust Agreement or any amendment thereof, 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 whosoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed. The Grantors) and each and every beneficiary shall indemnify, defend, protect and hold harmless the Trustee, its officers, directors, employees, agents, successors and assigns from any and all claims, penalties, fines, judgments, forfeitures, losses, costs, expenses (including reasonable attorneys' fees) and other liabilities associated with and such injury or damage.

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 the earnings, avails and proceeds thereof as aforesaid, the intention thereof being to vest in said the First American Bank 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, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

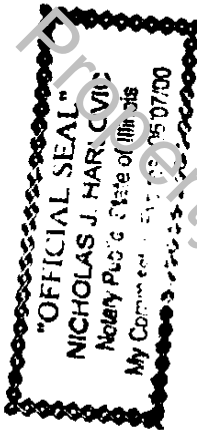
And the said grantors) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sales on execution or otherwise.

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In Witness Whereof, the grantor \_\_\_\_\_ aforesaid has  
hereunto set his \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_  
this \_\_\_\_\_ 22nd \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_ 19 98

*Rebecca Lerner* [SEAL] \_\_\_\_\_ [SEAL]  
*Joel Lerner* [SEAL] \_\_\_\_\_ [SEAL]  
*Attorney in fact*

State of Ill }  
County of Kane } SS. I, Nicholas J. Harlovic Notary Public in and for said County, in  
the state aforesaid, do hereby certify that Joel Lerner By  
Rebecca Lerner, Attorney In Fact



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/SHE signed, sealed and delivered  
the said instrument as HIS/HER 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 \_\_\_\_\_ 22<sup>ND</sup> day  
of JUNE, 19 98

*Nicholas J. Harlovic*  
Notary Public

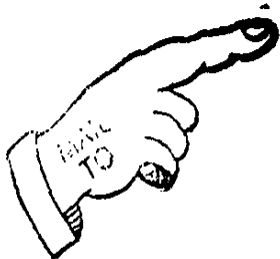
### GRANTEE'S ADDRESS AND RETURN TO

NICHOLAS J. HARLOVIC  
116 W. Main St.  
W. Dundee, IL 60118

### Send Subsequent Tax Bills To:

First American Bank  
Trust Dept.  
218 W. Main St.  
W. Dundee, IL 60118

Document Prepared By: Nicholas J. Harlovic  
116 W. Main St.  
W. Dundee, IL 60118



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## EXHIBIT A

PARCEL 1: LOT 1008 IN BLOCK 1000 IN KENINGTON SQUARE SECOND ADDITION II, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 27281857 AND AMENDED AS DOCUMENT NUMBER 27281858.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 25442191 AND AMENDED BY DOCUMENTS 26573744 AND 27281858, AND AMENDED FROM TIME TO TIME.

Commonly Known As: 1008 Kenneth Circle, Elgin, IL 60120  
P.I.N. 06-07-402-146

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STATEMENT BY GRANTOR AND GRANTEE  
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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 6-22, 19 98 Signature: *Donald J. Holman*  
Grantor or Agent

Subscribed and sworn to before  
me by the said \_\_\_\_\_

this 22nd day of June  
19 98.



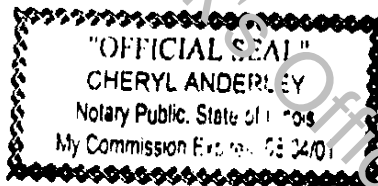
Notary Public *Cheryl Anderley*

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 6-22, 19 98 Signature: *Donald J. Holman*  
Grantee or Agent

Subscribed and sworn to before  
me by the said \_\_\_\_\_

this 22nd day of June  
19 98.



Notary Public *Cheryl Anderley*

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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