

UNOFFICIAL COPY

98966480

9356/0020 46 006 Page 1 of 6
1998-10-28 11:32:04
Cook County Recorder 31.50

DEED IN TRUST



98966480

(The space above for Recorder's use only)

THE GRANTOR **LINDA WEINSTEIN**, a widow who has not remarried, of the Village of Wheeling, Cook County, Illinois, for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Warrant to

LINDA WEINSTEIN as initial Trustee of the **LINDA WEINSTEIN REVOCABLE TRUST**, dated **March 24, 1994** and to all and every successor or successors in trust under the trust agreement: the following described real estate in Cook County, Illinois

See attached legal description

Street address 1326 Wye Court, Wheeling, Illinois 60090

Real estate index number 03-04-203-067-1018

TO HAVE AND TO HOLD the premises with the appurtenances on the trust and for the uses and purposes set forth in this deed and in the trust agreement

Full power and authority are granted to the trustee to improve, manage, protect, and subdivide the premises or any part thereof, to dedicate parks, streets, highways, or alleys, to vacate any subdivision or part thereof, and to resubdivide said property 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 the premises or any part thereof to a successor or successors in trust and to grant such successor or successors in trust all of the title, estate, powers, and authorities vested in the trustee; to donate, to dedicate, to mortgage, pledge, or otherwise encumber the property or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commence 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 demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make 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 property, 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 the premises or any part thereof, and

5 Pgs
10 RE

to deal with the property 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 it, whether similar to or different from the ways above specified, at any time or times after the date of this deed.

In no case shall any party dealing with the trustee in relation to said premises or to whom said premises 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 premises, or 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 the delivery thereof the trust created by this deed 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 in this deed and in the trust agreement or in some 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 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, her, or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 other disposition of the real estate, and such interest is declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, avails, and proceeds thereof.

The grantor hereby expressly waives and releases 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 sale on execution or otherwise.

The grantor has signed this deed on September ²⁵ ~~24~~, 1998.

Linda Weinstein
LINDA WEINSTEIN

STATE OF ILLINOIS)
COOK COUNTY)SS

I am a notary public for the County and State above. I certify that LINDA WEINSTEIN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the date below and acknowledged that she signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

PARCEL 1: UNIT 77-"B" AS DELINEATED ON THE SURVEY OF FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): LOTS 73 TO 82, BOTH INCLUSIVE, IN CEDAR RUN SUB-DIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1971 AS DOCUMENT 21660896 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY TEKTON CORPORATION, A CORPORATION OF DELAWARE, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER See Attached Legal Description

which has the address of

1326 WYE ST, WHEELING, IL 60090

(Property Address)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows

UNIFORM COVENANTS

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium.

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required.

Third, to interest due under the Note.

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

UNOFFICIAL COPY

22734099 AS AMENDED FROM TIME TO TIME TOGETHER WITH THE
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SAID
PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE
COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN
SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS. ALSO
PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF
PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED
NOVEMBER 3, 1972 RECORDED NOVEMBER 3, 1972 AS DOCUMENT 22109221,
IN COOK COUNTY, ILLINOIS.
PIN# 03-04-203-067-1018

98966480 Page 4 of 6

Property of Cook County Clerk's Office

Dated September 25, 1998

Laurie A. Flament
Notary Public



Exempted under real estate Transfer Tax Act Section 4 and Paragraph E of Cook County Ordinance

95104
[Signature]

Eric G. Matlin, Attorney Date

Name and address of Grantee, (and send future tax bills to)
Linda Weinstein, Trustee
1326 Wye Court
Wheeling, Illinois 60090

**COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE**

Prepared by (and upon Recordation, mail to)
Eric G. Matlin, P.C.
Attorney at Law
555 Skokie Boulevard, Suite 500
Northbrook, Illinois 60062
(847) 205-1121

Property of Cook County Clerk's Office

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, 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 9-25th 1998 Signature: Linda Weinstein
Grantor or Agent

State of Illinois) SS
County of Cook)

Subscribed and sworn to before me
this 25 day of September, 1998.

Notary Public Laurie A. Flament



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 title to real estate under the laws of the State of Illinois.

Dated 9-25th 1998 Signature: Linda Weinstein
Grantee or Agent

State of Illinois) SS
County of Cook)

Subscribed and sworn to before me
this 25 day of September, 1998.

Notary Public Laurie A. Flament

