

WARRANTY- DEED IN TRUST

THIS INDENTURE WITNESSETH, That DAVID F. SCHNEIDER and SHERYL A. SCHNEIDER, Husband and Wife, Grantor(s) of the County of Cook and the 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, Convey(s) and Warrant(s) to DONNA J. MILNE, as Trustee under the provisions of a Trust Agreement dated January 4, 1991 and known as the Donna J. Milne Declaration of Trust, 500 S. Candota, Mt. Prospect, Illinois, 60056, and to all and every successor or successors in trust under the trust agreement, 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

PROPERTY ADDRESS: 42 Willow Bay Drive, South Barrington, Illinois 60010

P.I.N. 01-34-202-021

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 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 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 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 relying upon or claiming under any such conveyance lease or other instrument, (a) That at the time of delivery thereof the trust created by this said

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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 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.

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 as interest in the earnings, avails, and proceeds thereof.

And the said grantor(s) 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 sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid has hereunto set his, her, their hand(s) and seal(s) this 3rd day of February, 1998.

David F. Schneider (SEAL)

Sheryl A. Schneider (SEAL)

PROFESSIONAL NATIONAL TITLE NETWORK, INC.

STATE OF ILLINOIS
SS.
COUNTY OF COOK

I, SANDRA L. ZANDER, a Notary public in and for said County, in the state aforesaid, do hereby certify that DAVID F. SCHNEIDER and SHERYL A. SCHNEIDER, husband and wife, personally known to me to be the same person(s) whose name 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.

Given under my hand and notarial seal this 3rd of February, 1998.



Sandra L. Zander
Notary Public

PREPARED BY:

HANKIN, EK & VASQUEZ
345 N. QUENTIN ROAD, SUITE 401
PALATINE, IL 60067

SEND TAX BILL TO:

DONNA J. MILNE, TRUSTEE
42 WILLOW BAY DRIVE
SOUTH BARRINGTON, IL 60010

RETURN TO:

RALPH C. HARDY, ESQ.
ARIANO, ANDERSON, HARDY & CASTILLO
474 SUMMIT STREET
ELGIN, IL 60120-3829



UNOFFICIAL COPY

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

Legal Description:

PARCEL 1: LOT 21 IN WILLOW BAY SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN PLAT OF SUBDIVISION RECORDED NOVEMBER 14, 1973 AS DOCUMENT 22544597 FOR INGRESS AND EGRESS OVER "R" AREAS.

COOK COUNTY CLERK'S OFFICE
RECORDED
NOV 14 1973
DOCUMENT 22544597

UNOFFICIAL COPY

Property of Cook County Clerk's Office