

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

(ILLINOIS)

(Corporation to Trust)

2020415 mrc *[Signature]*  
The GRANTOR

RNC FAMILY LIMITED PARTNERSHIP  
730 Hibbard Road  
Wilmette, Illinois 60091

99334347

4217/0166 26 001 Page 1 of 3  
1999-04-07 14:26:29  
Cook County Recorder 25.50



of Cook County, State of Illinois for and in consideration of TEN & 00/100s DOLLARS, and other good and valuable considerations in hand paid, does hereby Convey and Warrant to

GLENVIEW STATE BANK as Trustee under Trust Agreement dated March 12, 1999 and known as Trust Number 4318  
800 Waukegan Road  
Glenview, Illinois 60025

(hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, does hereby convey and warrant unto the grantee, in fee simple, the following described real estate, situated in the County of Cook and State of Illinois, to-wit:

THE SOUTH 12 ACRES (EXCEPT THE SOUTH 297.56 FEET THEREOF AND EXCEPT THE EAST 519.32 FEET THEREOF) OF THE WEST 30 ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Above Space for Recorder's Use Only

Permanent Real Estate Index Number: 05-32-100-035  
Address of Real Estate: 730 Hibbard Road  
Wilmette, Illinois 60091

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Law of the State of Illinois. SUBJECT TO: Covenants, conditions and restrictions of record, if any, and general real estate taxes for 1998 and subsequent years and the life estate of ROSEMARY NORLING CHRISTENSEN as attached hereto.

TO HAVE AND TO HOLD said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, street, 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 said premises 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 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 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 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 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 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 said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any

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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 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 said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advance on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 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 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 trust, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said 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 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 available and proceeds arising from the sale or 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.

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 limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said 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.

In Witness Whereof, the Grantor aforesaid has hereunto set its hand and seal this 30th day of March, 1999.

Village of Wilmette \$1,000.00  
Real Estate Transfer Tax  
MAR 29 1999  
1000 - 978 Issue Date  
State of Illinois  
County of Cook  
500 - 6944 Issue Date

RNC FAMILY LIMITED PARTNERSHIP, an Illinois Limited Partnership

By Rosemary Norling Christensen  
ROSEMARY NORLING-CHRISTENSEN, GENERAL PARTNER

Village of Wilmette \$100.00  
Real Estate Transfer Tax  
MAR 29 1999  
100 - 1512 Issue Date

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that ROSEMARY NORLING-CHRISTENSEN, General Partner of RNC Family Limited Partnership, as trustee 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 she signed, sealed and delivered the said 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.

Given under my hand and official seal, this 30th day of March, 1999.

Village of Wilmette \$1,000.00  
Real Estate Transfer Tax  
MAR 29 1999  
1000 - 976 Issue Date  
NOTARY SEAL

John E. Owens  
NOTARY PUBLIC

OFFICIAL SEAL  
JOHN E. OWENS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 02/24/02

This instrument was prepared by: John E. Owens, Esq.  
P.O. Box 578  
444 North Northwest Highway  
Park Ridge, Illinois 60068-0578



Howard Harris, Esq.  
169 Pinon Woods Drive  
Scottsdale, Arizona 86361  
480-222-0000

SEND SUBSEQUENT TAX BILLS TO:

~~Glenview State Bank~~  
~~800 Waukegan Road~~  
Glenview, Illinois 60025

Jeffrey R. Moll, DVM  
730 Hibbard Road  
P.O. Box 280  
Wilmette IL  
60091

Village of Wilmette \$1,000.00  
Real Estate Transfer Tax  
MAR 29 1999  
1000 - 977 Issue Date

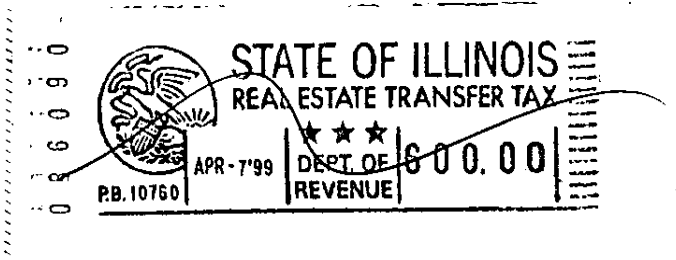
ATTACHMENT TO WARRANTY DEED IN TRUST DATED MARCH 30, 1999  
BETWEEN RNC FAMILY LIMITED PARTNERSHIP, GRANTOR, AND  
GLENVIEW STATE BANK AS TRUSTEE UNDER TRUST AGREEMENT  
DATED MARCH 12, 1999, AND KNOWN AS TRUST NO. 4318, GRANTEE

(a) Life Estate of ROSEMARY NORLING CHRISTENSEN:

This Deed is subject to a life estate of ROSEMARY NORLING CHRISTENSEN for her lifetime for ingress and egress to and from and including her frame residence and garage and the property surrounding it as set forth on Exhibit A. Said life estate is subject to (i) her maintenance of the interior and exterior of said residence; and (ii) that portion of the real estate taxes attributable to the residential structure and 10% of the real estate tax assessed against the vacant land area of the premises.

(b) Modification of Life Estate

Development of property during life estate



(1) While the life estate of ROSEMARY NORLING CHRISTENSEN is in effect, Grantee may not develop the property, but shall be permitted to remodel the Hospital building and to connect a new electrical service power line through the utility easement which will run along the south line of the property to the Hospital.

(2) However, if during the life estate of ROSEMARY NORLING CHRISTENSEN the Hospital building were to be destroyed, or rendered unusable, and the Village of Wilmette would not permit the rebuilding or re-occupancy of the Hospital premises, then the non-developmental restriction clause set forth above would be terminated, though her life estate would continue to exist.

(c) Termination of Life Estate

IF ROSEMARY NORLING CHRISTENSEN dies or is personally unable to occupy the residence premises for reasons of mental and physical illness or disability, and her physician certifies that she is totally incapacitated and unable to live in her residence with no prospect of returning permanently, then the life estate of ROSEMARY NORLING CHRISTENSEN would be terminated and the Grantee would be permitted to develop the property. In such event, ROSEMARY NORLING CHRISTENSEN and/or family members shall have sixty (60) days after such certification to vacate the premises and remove her personal property.

