

UNOFFICIAL COPY

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)


A F F I D A V I T

RICHARD K. PEARSON, after first being duly sworn, on oath states:

1. He is the President of Northbrook Trust and Savings Bank, of Northbrook, Illinois.
2. Said Bank was appointed co-executor of the Estate of Anna E. Charleston, Dec'd, on June 6, 1980.
3. An examination of the Trust Department's file of that estate reveals that the Installment Agreement dated October 10, 1978 which the decedent entered into with Alan Dworkin regarding the vacant lot commonly known as 1943 Monroe Street, Glenview, Illinois, was fully paid on November 7, 1983. Further, that an Executors' Deed to Alan Dworkin, or his assignee, apparently was not executed before the Executors were discharged on August 30, 1984.


Further, the affiant sayeth naught.

Dated March 7, 1986



Richard K. Pearson

SUNSCRIBED AND SWORN to before me
this 7th day of March, 1986.



Notary Public

My commission expires: Oct 12, 1987

BOOK 15 N-24 12333 BLANK 53
BOOK 20 9534

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0 3 5 0 6 6 9 6

Lot One (except the East Four Hundred Twenty-Five (425) feet thereof) in Glenview Acres, being a Subdivision of part of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) West of the Waukegan Road and a part of the East Sixty (60) Rods of the Southeast Quarter ($\frac{1}{4}$) of the North West Quarter ($\frac{1}{4}$) of Section 26, Town 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof, filed in the Office of the Registrar of Titles of Cook County, Illinois, on April 28, 1922, as Document Number 152787.

PARCEL: 4

PIN: 04 26 201 034 Volume 133
Property Address: 1943 Monroe Street, Glenview, IL

This instrument prepared by: Pollak & Hoffman, Ltd., One Lane Center,
1200 Shermer Road, Northbrook, IL 60062

UNOFFICIAL COPY

DEED IN TRUST

3506696

FORM 3832

QUIT-CLAIM

The above space for recorders use only

officially attested

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, THOMAS J. O'DONNELL, as Co-executor, and not personally, but as co-executor of the Estate of Anna E. Charleston, Dec'd of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit-Claim unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 North LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 28th day of March, 19 63, and known as Trust Number 18804 the following described real estate, situated in Cook County, Illinois, to-wit:

Lot One (except the East Four Hundred Twenty-Five (425) feet thereof) in Glenview Acres, being a Subdivision of part of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) West of the Waukegan Road and a part of the East Sixty (60) Rods of the Southeast Quarter (1/4) of the North West Quarter (1/4) of Section 26, Town 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof, filed in the Office of the Registrar of Titles of Cook County, Illinois, on April 28, 1922, as Document Number 152787.70

PARCEL: 4



STATE OF ILLINOIS REAL ESTATE TRANSFER TAX

Cook County REAL ESTATE TRANSACTION TAX

PD. 10761

APR-8'86

DEPT. OF REVENUE

797.50

REVENUE STAMP

APR-8'86



797.50

Box 15 N. 12333 Alaker 53 209534

PIN: 04 26 201 034 Volume 133 Property Address: 1943 Monroe Street, Glenview, IL

This instrument prepared by: Pollak & Hoffman, Ltd. One Lane Center, 1200 Shermer Road, Northbrook, IL 60062

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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

IN WITNESS WHEREOF, the grantor... aforesaid have hereunto set hand and seal this 18th day of November 19 83

Thomas J. O'Donnell (SEAL) as co-executor of the estate of Anna E. Charleston, Dec'd. (SEAL)

Northbrook Trust and Savings Bank, as co-executor Vice-President and attested by its Assistant Cashier, the day and year first above written

NORTHBROOK TRUST & SAVINGS BANK as co-executor, ~~XXXXXX~~ aforesaid, and not personally.

By Samuel J. [Signature] Vice President Attest: [Signature] Assistant Cashier

COUNTY OF COOK STATE OF ILLINOIS

[Signature] Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT THE ABOVE NAMED Vice-President of NORTHBROOK TRUST & SAVINGS BANK, a banking corporation, and THAT THE ABOVE NAMED Assistant Cashier of said banking corporation, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said banking corporation as trustee, for the uses and purposes therein set forth and the said Assistant Cashier did also then and there acknowledge that he/she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as his/her own free voluntary act, and as the free voluntary act of said banking corporation, as trustee, for the uses and purposes therein set forth.

** co-executor

Given under my hand and Notarial Seal this 8th day of March 19 86

[Signature] Notary Public

3506696 This space for affixing riders and revenue stamps

Document Number

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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 parks, streets, highways or alleys, 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 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 include 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 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.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, 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 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 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 whomsoever 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago 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.

REGISTRAR OF TITLES

APR 9 3 01 PM '86

5506696

IN DUPLICATE

3/19/86

Age of Grantor _____

Address _____

Husband _____

Wife _____

Submitted by _____

Address _____

Delivered by _____

Permanence _____

5506696

UNOFFICIAL COPY

American National Bank and Trust Company of Chicago

For information of next street address of known described property.

Box 15 N. 4 12333 State 53
Ord 209534

STATE OF Illinois
 COUNTY OF Cook
 ss. *Thomas J. O'Donnell*
 a Notary Public
 in and for said County, in the State aforesaid, do hereby certify that
 Thomas J. O'Donnell, co-executor of the estate of Anna E. Charleston, dec'd,
 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 signed, sealed and delivered the said instrument as
 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 seal this 8th day of March, 19 86
 My commission expires _____
 Notary Public

Document Number

This space for affixing riders and revenue stamps

Property of Cook County

STATE OF ILLINOIS
 DEPT. OF REVENUE
 REAL ESTATE TRANSFER TAX
 APR-8-86
 797.50
 REVENUE STAMP APR-8-86
 797.50
 Cook County
 REAL ESTATE TRANSACTION TAX

167401
 COOK COUNTY: 06

Parcel: 4

Lot One (except the East Four Hundred Twenty-Five (425) feet thereof) in
 Glenview Acres, being a subdivision of part of the Southwest Quarter (¼)
 of the Northeast Quarter (¼) West of the Waukegan Road and a part of the
 East Sixty (60) Rods of the Southeast Quarter (¾) of the North West Quarter
 (¾) of Section 26, Town 42 North, Range 12, East of the Third Principal
 Meridian, according to plat thereof, filed in the Office of the Registrar
 of Titles of Cook County, Illinois, on April 28, 1922, as Document Number 152787. P0

the following described real estate, situated in Cook County, Illinois, to-wit:
 day of March, 19 86, and known as Trust Number 18804
 Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 28th
 COMPANY OF CHICAGO, a national banking association whose address is 33 North LaSalle Street,
 acknowledged, convey and quit-claim unto AMERICAN NATIONAL BANK AND TRUST
 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly
 of the sum of Ten and no/100 Dollars (\$ 10.00 -----).
 of the County of Cook and State of Illinois, for and in consideration
 not personally, but as co-executor of the Estate of Anna E. Charleston, Dec'd
 THOMAS J. O'DONNELL, as co-executor, and
 THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, NORTHBROOK TRUST AND SAVINGS BANK,

Official Seal

QUIT-CLAIM FORM 3632

DEED IN TRUST

3506696

969905C

UNOFFICIAL COPY

APR 9 3 03 PM '86

REGISTRAR OF TITLES

J. J. [Signature]

Age of Grantee

Address

506698

Husband

Wife - TRUST

Submitted by

Address

Delivered to

Received by

Amount

Fee

3/8-149
IN DUPLICATE

3506698

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, 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, 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 188 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 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 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.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, 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 to do in or about the said real estate 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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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.