

DEED IN TRUST  
(INDIVIDUAL)

UNOFFICIAL COPY 3390545

Form 7917 Typewrite Co. Chicago

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, LUELLA G. YATES, A WIDOW

of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN Dollars (\$ 10.00),

in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, Convey and Warrant unto THE NORTHWEST COMMERCE BANK, an Illinois Banking Corporation whose address is 9575 West Higgins Road, Rosemont, Illinois 60018, as Trustee under the provisions of a certain Trust Agreement,

dated the 30 day of JULY 1991, and known as Trust Number LT 91-016

the following described premises in the County of COOK and State of Illinois, to wit:

LOT THIRTY FIVE (35) IN PLEASANT MANOR ESTATES UNIT NO. 2, A SUBDIVISION OF THAT PART LYING NORTH OF ALGONQUIN ROAD OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 5, 1960 AS DOCUMENT NUMBER 1916025. COMMONLY KNOWN AS: 410 DOROTHY DR., DES PLAINES, IL.

SUBJECT TO: TAXES FOR THE YEAR 1990 AND ALL SUBSEQUENT YEARS; COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD; PRIVATE, PUBLIC AND UTILITY EASEMENTS AND ROADS AND HIGHWAYS, IF ANY. P.I.N. # 08-24-114-028-0000

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 to vacate any subdivision of part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey 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 present 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 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; (b) 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, (c) 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, in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (d) 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 (e) 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 Northwest Commerce Bank in Rosemont, 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, or 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 incurred 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, dividends 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, dividends and proceeds thereof as aforesaid, the intention hereof being to vest in said Northwest Commerce Bank in Rosemont 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 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid haS hereunto set HER hand and

seal this 30 day of JULY 1991

(SEAL) LUELLA G. YATES (SEAL)

(SEAL) (SEAL)

THIS TRANSACTION IS EXEMPT UNDER THE PROVISIONS OF THE REVENUE ACT CHAPTER 120, § 1004 SUB PAR. (e).

AFFIX "RIDERS" OR REVENUE STAMPS HERE

August 13, 1991

3390545

DOCUMENT NUMBER

Exempt deed or instrument Eligible for recording without payment of tax (City of Des Plaines)

LA SUSA & LA SUSA (Name)

2093 RAND ROAD (Address)

DES PLAINES IL 60016 (City, State and Zip)

ADDRESS OF PROPERTY:

410 DOROTHY DRIVE

DES PLAINES, IL 60016

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

OR RECORDER'S OFFICE BOX NO.

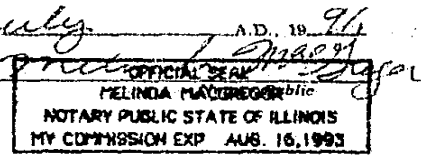
# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss. I, Melinda MacGregor Notary Public in and for said  
County, in the State aforesaid, do hereby certify that Luella G. Yates

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 a 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 30 day of July A.D. 19 94

My commission expires 8/16/93



This instrument was prepared by SAMUEL A. LA SUSA 2093 RAND ROAD, DES PLAINES, IL 60016  
Name Address

For information only insert street address of above described property.

Form 7917, Typcraft Co., Chicago

1363278  
IN DUPLICATE  
1991 AUG 26 AM 9:56  
CAROL MOSELEY BRAUN  
REGISTER OF TITLES  
Age of Grantee Legal  
Ac 3990545  
Husband Trust  
Wife  
Subj Trust  
Ac 3990545  
Deed  
Ref 3990545  
Sig. Cert 3990545  
CLARK  
La SUSA & La SUSA  
2093 Rand Rd  
Des Plaines, IL 60016

TRUST NO. LT-91-016

DEED IN TRUST  
WARRANTY DEED

TO

NORTHWEST COMMERCE BANK  
9575 W. Higgins Road  
Rosemont, IL 60018  
(312) 696-1050