

# UNOFFICIAL COPY

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3/7/014 32 001 Page 1 of 5  
2000-06-29 15:14:17  
Cook County Recorder 29.50

## DEED IN TRUST - SPECIAL WARRANTY

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado corporation of the County of Arapahoe and State of Colorado, 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, GRANTS, BARGAINS AND SELLS unto AMERICAN NATIONAL BANK AND TRUST COMPANY



(Reserved for Recorders Use Only)

OF CHICAGO, a National Banking Association whose address is 33 N. LaSalle St., Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 11th day of July, 1988, and known as Trust Number 2337-EG, the following described real estate situated in Cook County, Illinois, to wit:

### SEE ATTACHED LEGAL DESCRIPTION ON EXHIBIT A

Commonly Known As Vacant land adjacent to Wellington Road, north of Commerce Drive, south of the Northwest Tollway, east of Roselle Road, and west of Plum Grove Road, Schaumburg, Illinois

Property Index Number 07-10-201-010 and 07-10-200-019

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, subject to the matters described on Exhibit B attached hereto.

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

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 its hand and seal this \_\_\_ day of June, 2000.

\_\_\_\_\_(SEAL)\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)\_\_\_\_\_(SEAL)

See attached for signatures and notary acknowledgement of signatures for Grantor.

STATE OF ) I, \_\_\_\_\_, a Notary Public in and for said  
COUNTY OF ) County, in the State aforesaid, do hereby certify \_\_\_\_\_

\_\_\_\_\_, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered of said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of said right of homestead.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

NOTARY PUBLIC

Prepared By: John L. Wahlers, Esq.; FISCHER, KENDLE & WAHLERS  
221 N. LaSalle St., Ste. 3410; Chicago, IL 60601

MAIL TO: American National Bank and Trust Company of Chicago  
Box 221

1st AMERICAN TITLE order # CC 194446 384 dk

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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 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 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 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.

52507 JO  
VILLAGE OF SCHENKSBURG  
DEPT. OF FINANCE AND ADMINISTRATION  
REAL ESTATE TRANSFER TAX  
DATE 6-21-00  
AMT. PAID 2,737.00

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Dated this 23rd day of June, 2000.

00487101

"GRANTOR"

GREAT-WEST LIFE & ANNUITY  
INSURANCE COMPANY, a Colorado  
corporation

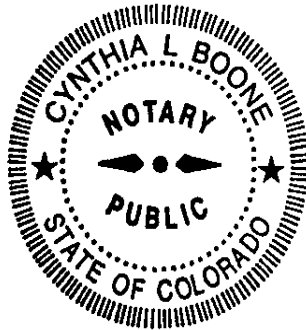
By: [Signature]  
Name: D. McLeod  
Title: Vice President, Investment Operations

By: [Signature]  
Name: David J. Thomson  
Title: Authorized Signatory

STATE OF COLORADO

COUNTY OF ARAPAHOE

This instrument was acknowledged before me on June 23, 2000 by  
D. McLeod as Vice President, Investment Operations of GREAT-  
WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado corporation.



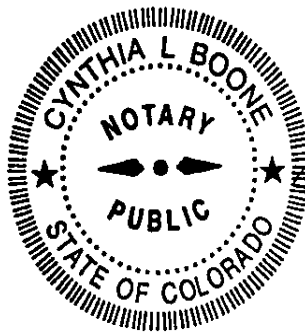
[Signature]  
Notary Public in and for the State of  
COLORADO

CYNTHIA L. BOONE  
Notary's name printed

STATE OF COLORADO

COUNTY OF ARAPAHOE

This instrument was acknowledged before me on June 23, 2000 by  
David J. Thomson as Authorized Signatory of GREAT-  
WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado corporation.



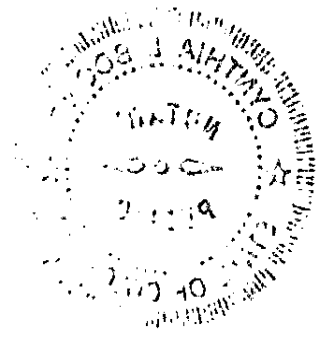
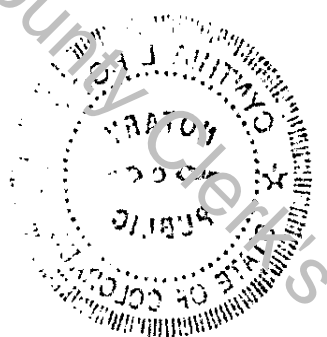
[Signature]  
Notary Public in and for the State of  
COLORADO

CYNTHIA L. BOONE  
Notary's name printed

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2011.11.14

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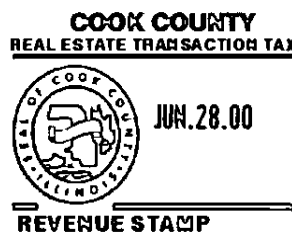
EXHIBIT A

00487101

LOT 2 IN WOODFIELD BUSINESS CENTER IIA, BEING PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1997 AS DOCUMENT NO. 97768944 (EXCEPT THAT PART OF SAID LOT 2 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 2 460.95 FEET EASTERLY OF THE SOUTH WEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 01 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF WELLINGTON ROAD PER DOCUMENT NO. 26501312, A DISTANCE OF 67.76 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID WELLINGTON ROAD FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 01 MINUTES 23 SECONDS EAST, A DISTANCE OF 7.80 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 150.09 FEET, A CHORD LENGTH OF 113.91 FEET, AND A CHORD BEARING OF NORTH 71 DEGREES 41 MINUTES 09 SECONDS EAST TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 34.78 FEET, A CHORD DISTANCE OF 32.86 FEET, AND A CHORD BEARING OF SOUTH 69 DEGREES 51 MINUTES 50 SECONDS EAST TO A POINT ON THE SOUTH LINE OF SAID LOT 2, ALSO BEING THE NORTH RIGHT OF WAY LINE OF SAID WELLINGTON ROAD; THENCE SOUTH 76 DEGREES 55 MINUTES 33 SECONDS WEST, A DISTANCE OF 142.70 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

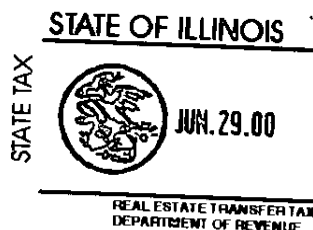
Address: Vacant land adjacent to Wellington Road, south of the Northwest Tollway, north of Commerce Drive, east of Roselle Road and west of Plum Grove Road in Schaumburg, Illinois.

PIN: 07-10-201-010 and  
07-10-200-019



# 0000028925

REAL ESTATE TRANSFER TAX
0136850
FP326670



# 000014298

REAL ESTATE TRANSFER TAX
02737.00
FP326669

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## EXHIBIT B

00187101

### Exceptions to Title

General real estate taxes for 1999 and subsequent years.

Covenants, conditions and restrictions arising by reason of the Declaration of Protective Covenants for Woodfield Business Center Two, Schaumburg, Illinois recorded in Cook County, Illinois on July 14, 1983 as Document Nos. 26687855 and 26687856 and amended by document recorded in Cook County, Illinois on November 16, 1992 as Document No. 92855930.

Easements, covenants and restrictions as shows on the plat of Woodfield Business Center IIA recorded on October 16, 1997 as Document No. 97768944.

Agreement to Grant Ingress and Egress Easement dated June \_\_, 2000 and recorded in Cook County, Illinois on June \_\_, 2000 as Document No. 00487100

Property of Cook County Clerk's Office