UNOFFICIAL COP 10707145 59**58**/0090 51 001 Page 1 of

2000-09-12 14:39:03

Cook County Recorder

DIVISION OF INTERCOUNTY" S/S9 0400

JSTEE!S DEED-in-TRUST

THIS INSTRUMENT WAS PREPARED BY DANIEL N. WLODEK

WESTERN SPRINGS NATIONAL BANK AND TRUST - Trust Department

4456 Wolf Road, Western Springs, Illinois 60558

THIS INDENTURE, made this 14th day of June, 2000 between WESTERN SPRINGS NATIONAL BANY and TRUST, a national banking association, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee ur ier the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 20th day of



The above space for recorders use only

January, 1998 and known as Trust Number 3623 party of the first part, and OAK BROOK BANK as Trustee under Trust Agreement 3139, dated April 19, 2000; with an address in c/o: 1400 Sixteenth Street, Oak Brook, Illinois 60523; party of the second part.

WITNESSETH, that said party of the first part, in considerat on of the sum of Ten and No/100 Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey into aid parties of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND BY 1/11S REFERENCE INCORPORATED HEREIN Clert's Office

Permanent Index Number: 18-18-401-060

c/k/a: 11210 Hiawatha Lane, Indian Head Park, Illinois 60525

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and ins said Trust Agreement set forth.

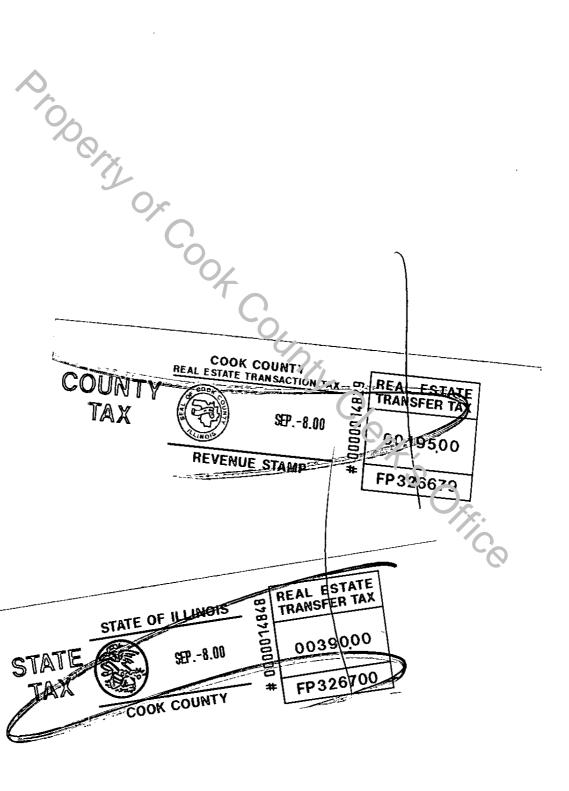
And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

## **UNOFFICIAL COPY**

CARL SECTION WHITE

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## UNOFFICIAL COPY 70714

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its duly authorized officers, the day and year first above written.



WESTERN SPRINGS NATIONAL BANK AND TRUST,

as Trustee, as aforesaid, and not personally,

DANIEZ N. WZÓDEK/TRUST OFFICEI

Vana Mala la

VANCE E. HALVORSON ASSISTANT TRUST OFFICER

STATE of ILLINOIS COUNTY of COOK

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the persons whose names are subscribed to this deed are personally known to me to be the duly authorized officers of WESTERN SPRINGS NATIONAL BANK AND TRUST, and that they appeared before me this day in person and severally acknowledged that they signed and delivered this deed in writing as duly authorized of ficers of said corporation and caused the corporate seal to be affixed thereto pursuant to a uburicy given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal,

Date: Ju

June 14, 2000

\*\*OFFICIAL SEAL\*\*
Lorna J. George
\*\*Notary Public, State of Illinois
\*\*My Commission Expires July 31, 2000

Notary Public

NAME Phil Fornaro

STREET 1127 S. Mannheim, Ste 314

CITY Westchoster, The 60154 OR

INSTRUCTIONS

D

E R

RECORDER'S OFFICE BOX NUMBER



MAIL SUBSEQUENT REAL ESTATE TAX BILLS TO:

Phil Fornaro 11275. Mannheim, Ste 314 Westchester, Fe 60154

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Full power and authority is hereb e, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision in 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 cor veyed, 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 Registrer 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 success or 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 distriction in the contract, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment, or decree for anything it or they or its 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 indeptedness 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 beneficialities 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 Trust e shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charge i with the 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 wider 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee 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.

## UNO FEET LES OR PY

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A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND MEASURED 147.58 FEET WEST ALONG THE SOUTH LINE OF SAID SECTION 18 TO A POINT; THENCE NORTHEASTERLY 50.18 FEET ALONG A LINE PARALLEL TO THE CENTER LINE OF WOLF ROAD TO A POINT FOR A PLACE OF BEGINNING; THENCE WEST 169.96 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 18; THENCE NORTH 370.52 FEET THENCE EAST 348.65 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF SECTION 18 AND RUNNING TO A POINT ON THE CENTER LINE OF WOLF ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER OF WOLF ROAD 125 FEET TO A POINT; THENCE WEST 147.58 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF SECTION 18 TO A POINT; THENCE SOUTHWESTERLY 246.82 FEET TO THE PLACE OF BEGINNING, SAVING, EXCEPTING AND EXCLUPING THAT PART OF LAND DESCRIBED IN PARENTHESIS AS FOLLOWS: (COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, KANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND MEASURED 346.74 FEET NORTHEASTERLY ALONG THE CENTER LINE OF WOLF ROAD TO A POINT FOR A PLACE OF BEGINNING; THENCE WEST 342.45 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF SECTION 18; THENCE NORTH AT RIGHT ANGLES TO THE PRECEDING COURSE A DISTANCE OF 75 FEET; THENCE EAST 348.75 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 18 TO A POINT IN THE CENTER LINE OF WOLF ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LIVE OF WOLF ROAD 75.26 FEET TO THE PLACE OF BEGINNING, (WHICH SAID TRACT OF LAND, HERFBY EXLUDED, WAS SOLD TRANSFERRED AND CONVEYED ON JUNE 27, 1940 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT 12554653 IN BOOK 36101 OF RECORDS AT PAGE 119); ALSO EXCEPTING THEREFROM THE FOLLOWING: A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTHFASTERLY ALONG THE CENTER LINE OF WOLF ROAD 297 FEET TO THE PLACE OF BEGINNING OF THIS TRACT; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 18, 147.58 FEET TO A CONCRETE MONUMENT THENCE NORTHEASTERLY PARALLEL TO THE CENTERLINE OF WOLF ROAD 49.74 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 18, 147.58 FEET TO THE CENTER LINE OF WOLF ROAD; THENCE SOUTHWESTERLY 19.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 18-18-401-060-0000

c/k/a: 11210 Hiawatha Lane, Indian Head Park, IL 60525

## STATE OF LILINGS FFICIAL COPY

COUNTY OF COOK

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Peter Hoekstor , being duly sworn on oath, states the he resides at 11210 Hiamatha Lane Indian Lane Indian Lane and that the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. Said Act is not applicable as the grantors own no property adjoining the premises described in said dead. (Existing Parcel)

the conveyance falls in one of the following exceptions permitted by the Amended Act which became affective July 17, 1959.

- The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streats or easements of access.
- 3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which we not involve any new streets or easements of access.
- 6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act into no more than 2 parts and not involving any new streets of easements of access.
- 10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land as determined by the dimensions and configuration of the larger tract of October 1, 1973.

CIRCLE NUMBER ABOVE WHICE IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that \_\_he makes this affidavit for the purposes of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to/before me

"OFFICIAL SEAL"
MICHAEL E. WEBSTER
Notary Public, State of Illinois
My Commission Expires 05/11/03