Trust to Trust Conveyance NOFFICIAL CO.

Trustee's Deed - Deed in Trust

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2000-11-29 09:06:24

Cook County Recorder

47.50

00033408

THIS INDENTURE made this 4th day of October, 2000, between HARRIS BANK PALATINE, a National Association organized and existing under the National Banking Laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois not personally, but solely as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement arted 19th day of October, 1991, AND known as Trust Number P5988 party of the first part

and 5366 5/6/96
HARRIS BANK WOODSTOCK, UT/N 2007 DATED 2007 party of the second part.
Grantees Address: 101 SOUTH BENTON STREET, WOODSTOCK, IL 60098

WITNESSETH, that said party of the E.st part, in consideration of the sum of Ten Dollars and other good and valuable considerations in hand paid does hereby convey and quit-claim unto said parties of the second part, the following described real estate situated in Cook County, Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

11 Boland Da. South Bunaington, Lacolo Permanent Index No. 01-27-300-011-0000

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD THE same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

SUBJECT TO: Conditions, covenants, restrictions, easements, general real estate taxes for the year 1998 and subsequent years and all other matters of record, if any.

THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND INCORPORATED HEREIN BY REFERENCE.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and to 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 deed and/or mortgages upon said real estate, if any, recorded or registered in said county given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

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 one of its officers and attested by another of its officers, the day and year first above written.



Prepared By: Kristin A. Starns
50 N. Brockway, P.O. Box 39, Palatine, IL 60067-0039

HARRIS BANK PALATINE

as Trustee aforesaid, and not personally

By: May E Soon

Mary E Rooney, Sr. Land Trust Officer

Attest: //

Mary M. Bray, Land Trust Officer

SUBJECT TO:

UNOFFICIAL COPY

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 alley and 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 considerations to convey said real estate or any part thereof to a successors in trust and to grant to such successor or successors in trust all the title of 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, 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 to 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 applications 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 to inquire into any of the filing for record of the terms of said Trust Agreement: and every deed, trust deed, whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

This conveyance is make upon the express understanding and condition that neither Harris Bank Palatine, N.A., individually or as Trustee, nor its successor of 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 ray 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 rust Agreement as their attorney-in-fact, hereby in revocably 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 hereura a and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceed, a sing from the sale of 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 and interest in the earnings a vails 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 Harris Bank Palatine, N.A. the entire legal and equitable title in fee simple, in and to all of the

real estate above described.

COUNTY OF COOK)		
) SS	I, the undersigned, a Notary Public in and for the said County and State afores:	aid
STATE OF ILLINOIS)	DO HEREBY CERTIFY that	

Mary E. Rooney of HARRIS BANK PALATINE, National Association and Mary M. Bray of said association, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such officers of said association respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said association, as Trustee for the uses and purposes, therein set forth and the said Land Trust Officer of said association did also then and there acknowledge that he/she as custodian of the corporate seal of said association did affix the said corporate seal of said association to said instrument as his/her own free and voluntary act of said association, as Trustee for the uses and purposes therein set forth.

OFFICIAL SEAL
KRISTIN A. STARNS
NOTARY PUBLIC, STATE OF ELLINOIS
MY COMMISSION EXPIRES 11-10-03

Given under my hand and Notarial seal this 4th day of October, 2000.

Notary Public

E NAME Combs, Utd.
I STREET 2300 N. Barrington
E CITY Fran Est, Zabolg
Y 0 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2

LOT 7, BOLAND DRIVE, SOUTH BARRINGTON, ILLINOIS 60010

ADDRESS OF PROPERTY

11 Boland Dry South Bunamyton IC TAX MAILING ADDRESS 100

> Form HBP594 (rev 5/1/00)

7.

UNOFFICIAL COPY

EXHIBIT "A"

00033408

LOT 7 IN BALLAGH ESTATES SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1988 AS DOCUMENT NO. 88024536, IN COOK COUNTY, ILLINOIS.

