

WARRANTY DEED IN TRUST

0010196801

9759/0014 38 001 Page 1 of 9

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Cook County Recorder 37.50



0010196801

The above space for recorder's use only

THIS INDENTURE, WITNESSETH, THAT the Grantor, Bar Pal II, L.L.C., an Illinois limited liability company, 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, Conveys and Warrants unto OAK BROOK BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of May, 2000, and known as Trust Number 3146, real estate in the County of Cook and the State of Illinois, legally described as:

(See Exhibit "B" for legal description and P.L.N.).

SUBJECT TO: Permitted Exceptions set forth on Exhibit "A" attached hereto and made a part hereof.

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 and to vacate any subdivision or any 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 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, including the power to release, convey or assign to another trustee conferring upon said trustee all of the power and authority herein conferred upon OAK BROOK BANK, 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 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 Recorder of Deeds 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 Deed and by said Trust Agreement was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations of 9 contained in this Deed 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 OAK BROOK BANK 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 corporation, 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 as interest in the earnings, avails and proceeds thereof as aforesaid the intention hereof being to vest in said OAK BROOK BANK 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 Recorder of Deeds 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale or execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunder set its hand and seal this 27th day of February, 2001.

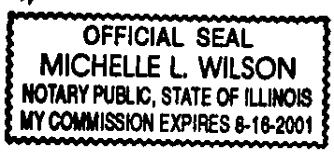
Exempt under provisions of Paragraph e
Section 31-45, Property Tax Code.
2/27/01
Date
[Signature]
Buyer, Seller, or Representative

Bar Pal II, L.L.C.
By: Bar Pal II Corp., its Manager

By: [Signature]
Dennis A. Cortesi, President

State of Illinois }
County of DuPage } SS.
Cook

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Dennis A. Cortesi, personally known to me to be the President of Bar Pal II Corp., the Manager of Bar Pal II, L.L.C., and 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 his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth. Given under my hand and notarial seal this 27th day of February, 2001.



[Signature]
Notary Public

PERMITTED EXCEPTIONS

1. GENERAL TAXES FOR THE YEAR 2000 AND SUBSEQUENT YEARS.
2. MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS, DATED JANUARY 31, 2000, AND RECORDED FEBRUARY 09, 2000 AS DOCUMENT 00102065, MADE BY PALATINE ROAD & BARRINGTON ROAD, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, TO HARRIS TRUST AND SAVINGS BANK TO SECURE AN INDEBTEDNESS IN THE ORIGINAL PRINCIPAL AMOUNT OF \$17,000,000.00 AND THE TERMS AND CONDITIONS THEREOF.
3. ANNEXATION AGREEMENT MADE BY THE VILLAGE OF INVERNESS, AN ILLINOIS MUNICIPAL CORPORATION AND THE JUNG PARTNERSHIP AND PALATINE ROAD & BARRINGTON ROAD, L.L.C. RECORDED AS DOCUMENT 00076003.
4. (A) RESOLUTION NUMBER 2000-470 BEING "AN AMENDED AND RESTATED INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY AND LAND USE AGREEMENT BETWEEN THE VILLAGE OF INVERNESS AND THE VILLAGE OF SOUTH BARRINGTON, DATED APRIL 9, 1981, RECORDED FEBRUARY 10, 2000 AS DOCUMENT 00103068.
 (B) RESOLUTION NUMBER 2000-471 BEING "A SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF INVERNESS AND THE VILLAGE OF BARRINGTON TO PROVIDE WATER AND SANITARY SEWER SERVICES TO CERTAIN PROPERTIES WITHIN OR TO BE ANNEXED TO THE VILLAGE OF INVERNESS, RECORDED FEBRUARY 10, 2000 AS DOCUMENT 00103070.
 (C) RESOLUTION NUMBER 00-2362 BEING "A SECOND AMENDED AND RESTATED INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY AND LAND USE AGREEMENT BETWEEN THE VILLAGE OF INVERNESS AND THE VILLAGE OF BARRINGTON, DATED APRIL 9, 1981, RECORDED FEBRUARY 10, 2000 AS DOCUMENT 00103069.
5. ORDINANCE NO. 2000-0-658 ANNEXATION ORDINANCE RECORDED AS DOCUMENT 00299260.
6. EASEMENT FOR INGRESS AND EGRESS 30 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 515.11 FEET; THENCE SOUTHEASTERLY, ALONG A LINE THAT FORMS AN ANGLE OF 86 DEGREES 28 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 50.1 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 348.11 FEET TO THE TERMINUS OF SAID CENTER LINE OF SAID EASEMENT; AS RESERVED IN THE DEED FROM CLARENCE W. WITTHANS AND MABEL M. WITTHANS, TO THE FIRST NATIONAL BANK OF BARRINGTON, TRUST NO. 22 DATED OCTOBER 14, 1960 RECORDED NOVEMBER 7, 1960 AS DOCUMENT NO. 18010917 AND IN DEED BETWEEN THE SAME PARTIES FILED NOVEMBER 7, 1960 AS DOCUMENT NO. LR1951234.
7. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY FOR LINES, CONDUITS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 24, 1978 AS DOCUMENT 24684466.
8. RIGHTS OF THE INTERESTED PARTIES TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF THE CREEK WHICH MAY FLOW ON OR THROUGH THE LAND.
9. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS.

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- 10. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
- 11. CONSTRUCTION EASEMENT, DATED FEBRUARY 27, 2001, BY AND BETWEEN PALATINE ROAD & BARRINGTON ROAD, L.L.C. AND TOLL IL II, L.P., RECORDED AS DOCUMENT NO. 0010196797
- 12. DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE ESTATES AT INVERNESS RIDGE MASTER ASSOCIATION, DATED FEBRUARY 27, 2001 AND RECORDED FEBRUARY 13, 2001 AS DOCUMENT NO. 0010196798 .
March

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ESTATES AT INVERNESS RIDGE
 LEGAL DESCRIPTION
 (TOLL PROPERTY)

THAT PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 88 DEGREES 30 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 50.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BARRINGTON ROAD PER PLAT OF DEDICATION RECORDED ON DECEMBER 7, 1932 AS DOCUMENT 11172684 FOR A PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2617.34 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PALATINE ROAD PER DOCUMENT 11045049; THENCE NORTH 88 DEGREES 48 MINUTES 35 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2251.33 FEET TO THE WEST LINE OF LANDS DESCRIBED IN DOCUMENT 87023997; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 2605.78 FEET TO THE AFOREMENTIONED SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE NORTH 88 DEGREES 30 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 331.40 FEET TO THE CENTER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 06 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 324.43 FEET TO THE NORTH LINE OF WILLOWMERE SUBDIVISION UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1989 AS DOCUMENT 89441971 BEING ALSO THE NORTH LINE OF FARMINGTON RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1993 AS DOCUMENT 93067679; THENCE SOUTH 88 DEGREES 45 MINUTES 20 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2583.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARRINGTON ROAD; THENCE NORTH 00 DEGREES 06 MINUTES 23 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 313.62 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM, PARCEL 1 AS DESCRIBED PER A RELEASE DEED RECORDED DECEMBER 14, 1987 AS DOCUMENT 87657280.

AND ALSO EXCEPTING THE FOLLOWING DESCRIBED PARCEL (EXCEPTION 1):

THAT PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 30 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 50.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BARRINGTON ROAD PER PLAT OF DEDICATION RECORDED ON DECEMBER 7, 1932 AS DOCUMENT 11172684; THENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 237.36 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST A DISTANCE OF 101.83 FEET TO A POINT OF CURVATURE; THENCE 51.79 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 163.08 FEET TO A POINT OF REVERSE CURVATURE; THENCE 28.40 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 136.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 18 DEGREES 41 MINUTES 20 SECONDS WEST A DISTANCE OF 498.41 FEET; THENCE NORTH 67 DEGREES 25 MINUTES 48 SECONDS EAST A DISTANCE OF 95.38 FEET; THENCE NORTH 22 DEGREES 34 MINUTES 12 SECONDS WEST A DISTANCE OF 119.13 FEET TO A POINT OF CURVATURE; THENCE 68.62 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 175.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 06 MINUTES 16 SECONDS WEST A DISTANCE OF 1010.06 FEET

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TO A POINT OF CURVATURE; THENCE 13.90 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 175.00 FEET; THENCE NORTH 34 DEGREES 45 MINUTES 44 SECONDS WEST A DISTANCE OF 62.59 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 38 SECONDS WEST A DISTANCE OF 151.06 FEET; THENCE SOUTH 81 DEGREES 28 MINUTES 18 SECONDS EAST A DISTANCE OF 86.12 FEET; THENCE SOUTH 54 DEGREES 48 MINUTES 29 SECONDS EAST A DISTANCE OF 61.52 FEET; THENCE SOUTH 35 DEGREES 07 MINUTES 07 SECONDS EAST A DISTANCE OF 46.76 FEET; THENCE SOUTH 03 DEGREES 24 MINUTES 44 SECONDS EAST A DISTANCE OF 46.70 TO A POINT ALONG THE ARC OF A CURVE; THENCE 6.65 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 175.00 FEET AND WHOSE CHORD LENGTH OF 6.65 FEET BEARS NORTH 87 DEGREES 40 MINUTES 38 SECONDS EAST; THENCE NORTH 88 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 125.36 FEET TO THE WEST LINE OF PARCEL 1 AS DESCRIBED IN A RELEASE DEED RECORDED DECEMBER 14, 1987 AS DOCUMENT 87657280; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 50.01 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 124.37 FEET TO A POINT OF CURVATURE; THENCE 35.87 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 125.00 FEET; THENCE SOUTH 17 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 74.09 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 322.58 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 241.63 FEET; THENCE SOUTH 05 DEGREES 42 MINUTES 20 SECONDS WEST A DISTANCE OF 91.58 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 40 SECONDS EAST A DISTANCE OF 72.19 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 27 SECONDS WEST A DISTANCE OF 146.78 FEET; THENCE SOUTH 04 DEGREES 14 MINUTES 04 SECONDS EAST A DISTANCE OF 118.37 FEET; THENCE SOUTH 86 DEGREES 18 MINUTES 02 SECONDS EAST A DISTANCE OF 262.03 FEET; THENCE SOUTH 09 DEGREES 10 MINUTES 57 SECONDS EAST A DISTANCE OF 382.82 FEET; THENCE SOUTH 54 DEGREES 48 MINUTES 23 SECONDS WEST A DISTANCE OF 283.25 FEET; THENCE SOUTH 44 DEGREES 15 MINUTES 05 SECONDS EAST A DISTANCE OF 325.68 FEET; THENCE SOUTH 04 DEGREES 05 MINUTES 21 SECONDS EAST A DISTANCE OF 74.13 FEET; THENCE NORTH 88 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 186.48 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 24 SECONDS WEST A DISTANCE OF 104.75 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 49 SECONDS WEST A DISTANCE OF 196.74 FEET TO A POINT OF CURVATURE; THENCE 151.11 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 275.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57 DEGREES 21 MINUTES 52 SECONDS WEST A DISTANCE OF 19.24 FEET TO A POINT OF CURVATURE; THENCE 127.79 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 225.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 54 MINUTES 25 SECONDS WEST A DISTANCE OF 342.37 FEET TO A POINT OF CURVATURE; THENCE 15.28 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 136.92 FEET TO THE POINT OF BEGINNING.

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AND ALSO EXCEPTING THE FOLLOWING DESCRIBED PARCEL (EXCEPTION 2):

THAT PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 30 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 50.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BARRINGTON ROAD PER PLAT OF DEDICATION RECORDED ON DECEMBER 7, 1932 AS DOCUMENT 11172684; THENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.36 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST A DISTANCE OF 102.31 FEET TO A POINT OF CURVATURE; THENCE 51.79 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 163.08 FEET TO A POINT OF REVERSE CURVATURE; THENCE 15.15 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 136.92 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING 28.33 FEET ALONG THE ARC OF LAST SAID CURVE TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST A DISTANCE OF 341.90 FEET TO A POINT OF CURVATURE; THENCE 156.19 FEET ALONG

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THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE NORTH WEST HAVING A RADIUS OF 275.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 17 DEGREES 21 MINUTES 52 SECONDS EAST A DISTANCE OF 19.24 FEET TO A POINT OF CURVATURE; THENCE 123.63 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 225.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 50 MINUTES 49 SECONDS EAST A DISTANCE OF 246.29 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 36 SECONDS EAST A DISTANCE OF 109.49 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 40 SECONDS WEST A DISTANCE OF 247.08 FEET; THENCE SOUTH 59 DEGREES 45 MINUTES 49 SECONDS WEST A DISTANCE OF 178.44 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 57 SECONDS WEST A DISTANCE OF 481.80 FEET; THENCE NORTH 07 DEGREES 44 MINUTES 51 SECONDS WEST A DISTANCE OF 118.40 FEET TO THE POINT OF BEGINNING SAID DESCRIBED PROPERTY LYING IN COOK COUNTY, ILLINOIS.

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Street Address: Southeast Corner of Palatine Road and Barrington Road, Inverness, Illinois

P.I.N.: 01-24-101-001; 01-24-300-001; 01-24-100-003; 01-24-100-007; 01-24-100-013; 01-24-100-014; 01-24-100-011

This instrument prepared by:

to mail to
Mark J. Home, Esq.
Quarles & Brady
500 W. Madison Street
Suite 3700
Chicago, IL 60661-2511

After recording return to:

~~_____

_____~~

Property of Cook County Clerk's Office

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

Dennis A. Cortesi, being first duly sworn on oath, states as follows: That the attached deed is not in violation of the Plat Act, 765 ILCS 205/1 *et seq.*, for one of the following reasons:

A. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed.

- OR -

B. The conveyance falls in one of the following exemptions enumerated in said Paragraph 1.

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easement of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. 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;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, 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 on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

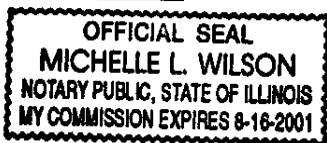
CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

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.

Dennis A. Cortesi
Dennis A. Cortesi, President of Bar Pal II Corp., Manager of Bar Pal II, L.L.C.

SUBSCRIBED and SWORN to before me
this 27 day of February, 2001.

Michelle L. Wilson
Notary Public



STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated February 27, 2001

Signature

[Handwritten Signature]
Grantor or Agent

Subscribed and sworn to before me by the said MARK J. HORNE this 27 day of February, 2001.



Notary Public

[Handwritten Signature]

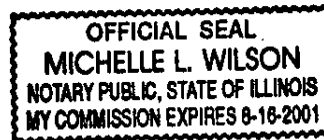
The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated February 27, 2001

Signature:

[Handwritten Signature]
Grantee or Agent

Subscribed and sworn to before me by the said MARK J. HORNE this 27 day of February, 2001.



Notary Public

[Handwritten Signature]

NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)