#### **DEED IN TRUST - WARRANTY**

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, G. R. Development

Inc.

of the County of Cook and for and ' State of Illinois Dollars . in consideration of the sum of Ten 10.00 ) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and BANK LASALLE WARRANT unto

NATIONAL ASSOCIATION, a National Banking Association whose address is 135 S. LaSalle St., Chicago, iL 60603, as Trustee under the provisions of a certain Trust Agreement dated Ist Septemb

September, 1997 Agreement dated the following described real estate situated in

COOK COUNTY RECORDER **EUGENE "GENE" MOORE** BRIDGEVIEW OFFICE rved for Recorders Use Only)

> and known as Trust Number 123281=00 County, Illinois, to wit:

Cook County Recorder

SEE ATTACHED LEGAL DESCRIPTION

Cook

	og Mapie Hill, Glencoe,	, IIIInois	
Property Index Numbers	05-06-304-020-0000		

together with the tenements and appurtenances thereui to belonging.

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

THE TERMS AND CONDITIONS APPEARING ON PAGE 2 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 Lorn sale on execution or otherwise. IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this

Seal

STATE OF COUNTY OF COOK the undersigned

) said County, in the State aforesaid, do hereby certify

a Notary Public in and for

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

GIVEN under mythand and seal this 23 day of April 2002

NOTARY PUBLIC

Prepared By:

Leigh R. Gignilliat

90 Lakewood Dr.

Glencoe, Illinois 60022

MAIL TO:

Andrew D. Werth & Associates 2940 Central Street

Evanston, IL 60201

COOK COUNTY RECORDER'S OFFICE:

BOX 350

OFFICIAL SEAL KARIN R. JACKSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/14/2004



# UNOFFICIAL COPY

### TERMS AND CONDITIONS

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 present or in future, 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 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 dening 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 Titles of said county) relying a pon 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 are executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement of in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was doby 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 only 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 he uper LaSalle Bank National Association, 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 it e 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 to 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 carnings, 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 LaSalle Bank National Association 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.

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### TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000369552 SC STREET ADDRESS: 259 MAPLE HILL ROAD

CITY: GLENCOE

COUNTY: COOK COUNTY

TAX NUMBER: 05-06-304-020-0000

### LEGAL DESCRIPTION:

LOT 7 (EXCEPT THE NORTH 80 FEET THEREOF MEASURED ALONG THE EAST LINE OF FRANKLIN ROAD) IN BLOCK 2 IN SYLVAN NEWHALL SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED DECEMBED 8, 1909 AS DOCUMENT 4480847, IN COOK COUNTY, ILLINOIS



COOK COUNTY



