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2003-02-03 10:25:47  
Cook County Recorder 30.50



**TRUSTEE'S  
DEED IN TRUST**

The above space for Recorder's use only

THIS INDENTURE, made this 17th day of December, 2002 between **FIRST UNITED BANK**, of 7626 W. Lincoln Highway, Frankfort, IL 60423, an Illinois Banking Association duly authorized to accept and execute trusts with the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Illinois banking association in pursuance of a certain Trust Agreement dated the 29th day of June, 1992 and known as Trust Number 1609 party of the first part, and PRAIRIE BANK and TRUST COMPANY, TRUST #01-046 dated May 16, 2001

7661 South Harlem Avenue, Bridgeview, IL 60455

party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of (\$10.00) ten and no/100-----Dollars, and other good and valuable consideration in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

02-21033 ①

THE SOUTH 2 FEET OF LOT 84, ALL OF LOT 85 AND THE NORTH 5 FEET OF LOT 86 IN HIGGINS RESUBDIVISION OF NUTT'S LAKE SHORE SUBDIVISION IN SECTION 2, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: (A) GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING; (B) BUILDING LINES AND BUILDING LAWS AND ORDINANCES USE OR OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD; (C) ZONING LAWS AND ORDINANCES WHICH CONFORM TO THE PRESENT USAGE OF THE PREMISES, (D) PUBLIC AND UTILITY EASEMENTS WHICH SERVE THE REMISES; (3) PUBLIC ROADS AND HIGHWAYS, IF ANY; (F) REDEVELOPMENT AGREEMENT NORTH KENWOOD-OAKLAND CONSERVATION AREA AS DOCUMENT #94483224

Lawyers Title Insurance Corporation

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PIN # 20-02-401-006  
COMMON ADDRESS: 4329 OAKENWALD, CHICAGO, ILLINOIS 60455


together with the tenements and appurtenances thereunto belonging.

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Property of Cook County Clerk's Office

STATE TAX

STATE OF ILLINOIS



JAN. 17. 03

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000048678


REAL ESTATE TRANSFER TAX

00130.00

FP326660

COUNTY TAX

COOK COUNTY  
REAL ESTATE TRANSACTION TAX



JAN. 17. 03

REVENUE STAMP


# 0000095617

REAL ESTATE TRANSFER TAX

00065.00

FP326670

City of Chicago  
Dept. of Revenue  
298152  
01/17/2003 15:16 Batch 03790 50



Real Estate  
Transfer Stamp  
\$975.00

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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.

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED BELOW AND INCORPORATED HEREIN BY REFERENCE.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any) of record in said county given to secure the payment of money, and remaining unrealized at the date of delivery hereof.

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 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 terms of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, 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 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 chase shall any part 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 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 trust, 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 Grantee, 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 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 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.

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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.

FIRST UNITED BANK, as Trustee and not personally,

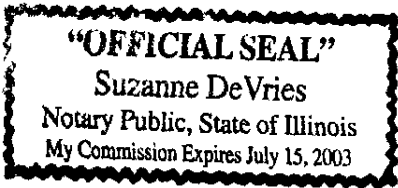
ATTEST:   
Sr. Vice President/Asst. Trust Officer

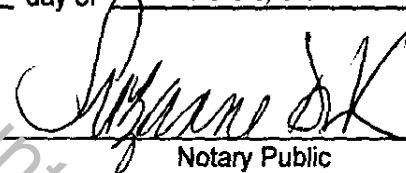
BY:   
Land Trust Officer

STATE OF ILLINOIS  
COUNTY OF WILL

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linda Lee Lutz, the Land Trust Officer, and Donald W. Borowald, Sr. Vice President/Asst. Trust Officer are personally known to me to be duly authorized officers of **FIRST UNITED BANK** 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 officers of said corporation and caused the corporate seal to be affixed thereto pursuant to authority 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 official seal this 17<sup>th</sup> day of December, 2002



  
Notary Public

This instrument prepared by:  
Linda Lee Lutz, Land Trust Officer  
First United Bank  
7626 W. Lincoln Highway  
Frankfort, IL 60423



RETURN RECORDED DEED TO:

Prairie Bank & Trust Company, Trust #01-046  
7661 South Harlem Ave.  
Bridgeview, IL 60455

FUTURE TAX BILL FORWARDING:

Prairie Bank & Trust Company, Trust #01-046  
7661 South Harlem Ave.  
Bridgeview, IL 60455

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TRUSTEE'S DEED IN TRUST