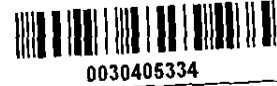


**Trustee's Deed  
Deed in Trust**

**UNOFFICIAL COPY**

0030405334

666/0009 27 001 Page 1 of 4  
2003-03-26 07:30:46  
Cook County Recorder 30.00



①  
LNT  
8094400-DT

THIS INDENTURE made this 6th day of March, 2003 between U.S. Bank, N.A., 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 dated the 28th day of June, 1984 AND known as Trust Number LT-84-033 party of the first part and LaSalle Bank National Association, as Trustee under Trust Agreement dated March 6, 2003 and known as Trust No. 130953

Address: 135 S. LaSalle Street, Chicago, IL 60603, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100 ----- (\$10.00) Dollars and other good and valuable considerations 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:

SEE LEGAL DESCRIPTION RIDER ATTACHED HEREOF.

Subject to: Private, public and utility easements and roads and highways, drainage tile ditches, radials, laterals underground pipes, if any, and current general taxes due in 2003 and general taxes due in subsequent years.

Permanent Index Numbers: 03-35-300-004-0000 & 03-35-300-007-0000

Commonly known as: Southeast Corner of Rand Road and Thayer Street, Mount Prospect, IL

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED BY REFERENCED AND MADE A PART HEREOF.

This deed is executed by the party of the first part, as Trustee, 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 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 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.



**U.S. Bank, N.A.**

F/k/a Firstar Bank Illinois, Successor Trustee to Northwest Commerce Bank as Trustee aforesaid, and not personally

Attest: Angela McClain  
Land Trust Officer

By: [Signature]  
Vice President

UNOFFICIAL COPY

THE POWERS AND AUTHORITY CONFERRED UPON TRUSTEES ARE AS FOLLOWS: 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.

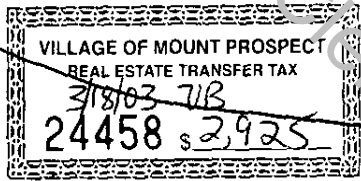
Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to resubdivide said real estate as often as desired, to contract 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 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 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 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 or privileged to inquire into any 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 filing for record of this Deed.

This conveyance is made upon the express understanding and condition that neither U.S. Bank, N.A., individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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.

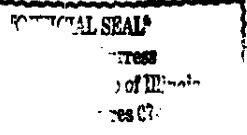
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only any interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Trustee the said Trustee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

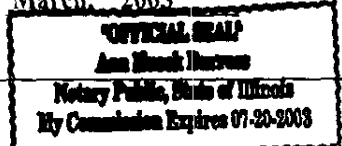


I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that June M. Stout Vice President of U.S. Bank, N.A., and Angela McClain Land Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said Bank 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 Bank, as Trustee for the uses and purposes, therein set forth.

Given under my hand and Notarial Seal this 6th day of March, 2003



*Ann Huck Thurman*  
Notary Public



AFTER RECORDING MAIL TO:	MAIL SUBSEQUENT TAX BILLS TO:	INSTRUMENT PREPARED BY:
Mail Deed to: Box 309	Mail Tax Bills to: LaSalle Bank N.A. Tr. NO. 130953 135 S. LaSalle Chicago, IL	This instrument prepared by: Angela McClain 104 N. Oak Park Avenue Oak Park IL 60301

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

### PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:


COMMENCING IN THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AT A POINT, WHICH IS 359.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 223.85 FEET TO AN INTERSECTION WITH THE CENTERLINE OF LAND ROAD; THENCE NORTHERLY ALONG SAID CENTERLINE FOR A DISTANCE OF 71.69 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 188.19 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH FOR A DISTANCE OF 62.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.


### PARCEL 2:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 359.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 223.85 FEET TO AN INTERSECTION WITH THE CENTERLINE OF LAND ROAD; THENCE SOUTHERLY ALONG SAID CENTERLINE FOR A DISTANCE OF 414.99 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 430.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

30405334

STATE TAX	STATE OF ILLINOIS	REAL ESTATE TRANSFER TAX
	MAR. 21. 03	
	# 0000046886	0097500
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE		FP 102808

COUNTY TAX	COOK COUNTY REAL ESTATE TRANSACTION TAX	REAL ESTATE TRANSFER TAX
	MAR. 21. 03	
	# 0000046822	0048750
REVENUE STAMP		FP 102802

# UNOFFICIAL COPY

## PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

} SS.

Lawrence Freedman, being duly sworn on oath, states that  
he resides at NW Washington St Chicago, IL. That the  
attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

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

- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one 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 does not involve any new streets or easement of access.
6. The conveyance of land owned by a 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 two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me

this 12<sup>th</sup> day of March, 2002  
Linda Tyrrell  
Notary Public

