

TRUSTEE'S QUIT-CLAIM DEED IN TRUST

DEC 19 PM 12:43

04055764

The above space for recorders use only

COOK COUNTY 010

THIS INDENTURE, made this 6th day of December, 1994, between PALOS BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within 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 corporation in pursuance of a certain Trust Agreement, dated the 11th day of December, 1979, and known as Trust Number 1-1575, party of the first part, and State Bank of Countryside, 6734 Joliet Road, Countryside, Illinois 60525 as Trustee under the provisions of a certain Trust Agreement, dated the 28th day of November, 1994, and known as Trust Number 94-1512, party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten and No/100 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:

That part of the Southeast 1/4 of Section 29, Township 37 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of said Southeast 1/4; thence North 00 degrees 06 minutes 20 seconds East along the North South Center line of the aforesaid Section 29, 1441.77 feet to the point of beginning; thence continuing North 00 degrees 06 minutes 20 seconds East along the aforesaid North South Center line of Section 29, 765.00 feet to the Southerly line of Cook County Forest Preserve; thence South 70 degrees 46 minutes 48 seconds East, 818.00 feet; thence South 20 degrees 13 minutes 12 seconds West 298.00 feet; thence South 56 degrees 14 minutes 04 seconds West 398.01 feet; thence south 88 degrees 53 minutes 40 seconds West 339.00 feet more or less to the point of beginning in Cook County, Illinois.

P.I.N. 23-29-401-005-0000

Subject to: (a) covenants, conditions and restrictions of record; (b) private public and utility easements and roads and highways, if any; (c) general taxes for the year 1992 and subsequent years.

Commonly known as: 12500 South 104th Avenue, Palos Park, Illinois

together with the tenements and appurtenances thereto belonging.

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE 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 from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction 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, including the authority to convey directly to the Trustee grantee named herein, 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.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

PALOS BANK AND TRUST COMPANY as Trustee, as aforesaid, and not personally.

By [Signature] VICE PRESIDENT ASSISTANT VICE PRESIDENT
Attest [Signature] TRUST OFFICER ASSISTANT OFFICER

STATE OF ILLINOIS COUNTY OF COOK SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Barbara A. Danaher, A.V.P./T.O., personally known to me to be the Vice President/Assistant Vice President of PALOS BANK AND TRUST COMPANY and Michael Constantino, V.P./Lending, personally known to me to be the Trust Officer/Assistant Trust Officer of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President/Assistant Vice President and Trust Officer/Assistant Trust Officer of said Bank, and caused the corporate seal of said Bank to be affixed thereto, as their free and voluntary acts, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

This instrument prepared by: Palos Bank and Trust Company 12600 South Harlem Avenue Palos Heights, Illinois 60463

OFFICIAL SEAL Mary Kay Burke Notary Public, State of Illinois Commission Expires 8/31/95

Date December 6, 1994

Notary Public Mary Kay Burke

DEED

NAME STATE BANK OF COUNTRYSIDE STREET 6734 JOLIET ROAD CITY Countryside, IL 60525-9986

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

12500 South 104th Avenue Palos Park, Illinois 60464

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

BOX 333-CTL

Palos Bank and Trust

Handwritten notes: 75-3012D, 75-30128M&D, E 22 94064001

Vertical stamps: STATE OF ILLINOIS, COOK COUNTY, TAX, Document Number 04055764

04055764

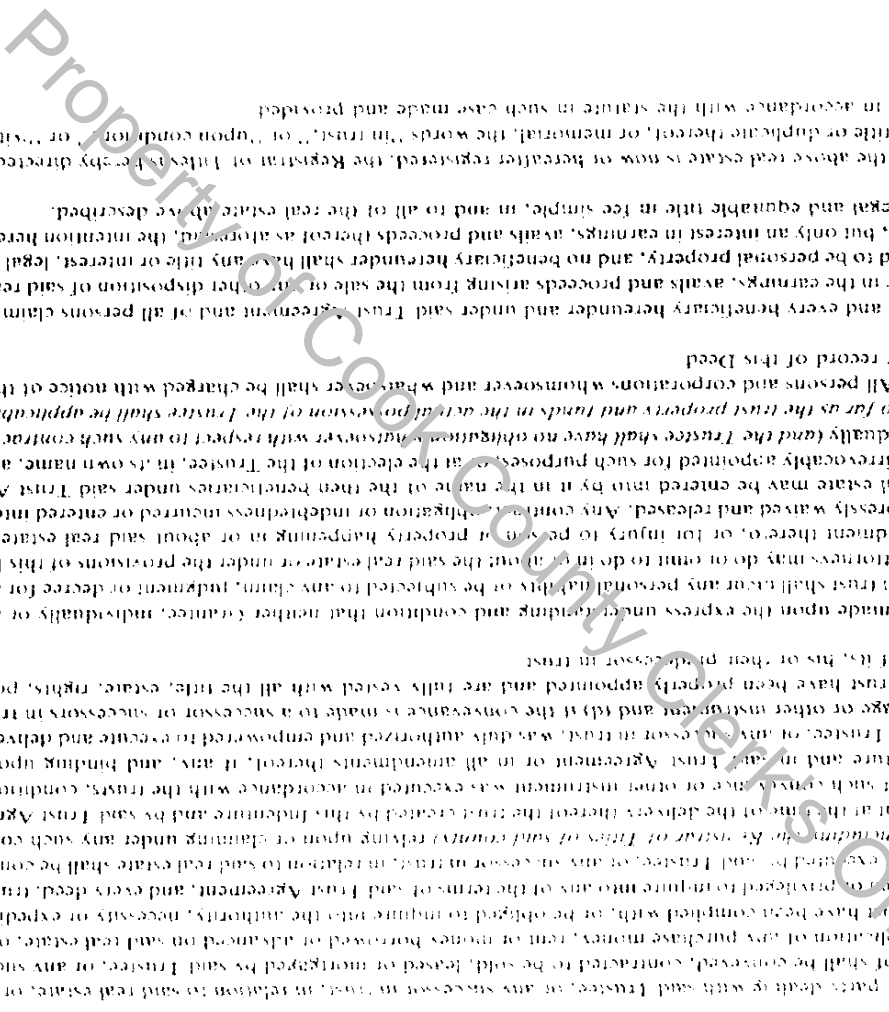
Full power and authority is hereby granted to said Trustee to invest and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options 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 to grant options to lease and option 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 application of any purchase money, rent or other monies borrowed or advanced on said real estate, or be obliged to see that the terms of the deed 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 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 country) 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 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 trusts, 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 that the conveyance 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Trustee, 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 if 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 thereof, or for injury to persons 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 whatsoever 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 of, or in 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 Trustee the entire legal and equitable title in fee simple, in and to all of the real estate hereby described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles 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.



UNOFFICIAL COPY

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 29; THENCE NORTH 00 DEGREES 06 MINUTES 20 SECONDS EAST ALONG THE NORTH AND SOUTH CENTER LINE OF THE AFORESAID SECTION 29, 1441.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 06 MINUTES 20 SECONDS EAST ALONG THE AFORESAID NORTH AND SOUTH CENTER LINE OF SECTION 29, 763.00 FEET TO THE SOUTHERLY LINE OF COOK COUNTY FOREST PRESERVE; THENCE SOUTH 70 DEGREES 46 MINUTES 48 SECONDS EAST, 818.00 FEET; THENCE SOUTH 20 DEGREES 13 MINUTES 12 SECONDS WEST 298.00 FEET; THENCE SOUTH 56 DEGREES 14 MINUTES 04 SECONDS WEST 398.01 FEET; THENCE SOUTH 85 DEGREES 53 MINUTES 40 SECONDS WEST 339.00 FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

EXCEPT FROM THE HERETOFORE DESCRIBED TRACT OF LAND THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 29; THENCE NORTH 0 DEGREES 6 MINUTES 20 SECONDS EAST ALONG THE NORTH AND SOUTH CENTERLINE OF THE AFORESAID SECTION 29, 2204.77 FEET TO THE SOUTHERLY LINE OF COOK COUNTY FOREST PRESERVE; THENCE SOUTH 70 DEGREES 46 MINUTES 48 SECONDS EAST, 818.0 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 20 DEGREES 13 MINUTES 12 SECONDS WEST, 298.0 FEET TO A POINT; THENCE NORTH 45 DEGREES 01 MINUTES 08 SECONDS WEST, 353.25 FEET TO A POINT; THENCE NORTH 4 DEGREES 38 MINUTES 12 SECONDS EAST, 155.00 FEET TO A POINT IN THE SOUTH LINE OF COOK COUNTY FOREST PRESERVE; THENCE SOUTH 70 DEGREES 46 MINUTES 48 SECONDS EAST, 365.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

*Handwritten initials*

Property of Cook County Clerk's Office

04055764

UNOFFICIAL COPY

J. P. "RICK" CARNEY  
RECORDER  
AFFIDAVIT - METES AND BOUNDS

STATE OF ILLINOIS  
COUNTY OF DuPAGE } SS

DOCUMENT NO.:

GREGORY M. JUSILO, C.A.C. V.P., WEST SUBURBAN HANT OF PARKIN, being duly sworn  
oath, states that he resides at 5001 S. CASS AVE. PARKIN

That the attached deed is not in violation  
of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
2. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
4. The conveyance is 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 easements of access.
5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance is 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. The conveyance is made to correct descriptions in prior conveyances.
8. The sale or exchange is of parcels or tracts of land following the division into no more than two 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 is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said large tract having been determined by the dimensions and configuration of said large tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor.
10. The conveyance is of land described in the same manner as title was taken by grantor(s).

THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CIRCLED.

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

Gregory M. Jusilo

SUBSCRIBED AND SWORN TO before me

this 9 day of Dec, 1994

Mark F. Kalina  
Notary Public

"OFFICIAL SEAL"  
MARK F. KALINA  
Notary Public, State of Illinois  
My Commission Expires 4/16/98