

UNOFFICIAL COPY

TRUSTEE'S DEED IN TRUST

COOK COUNTY, ILLINOIS
FILED FOR RECORD

04066964

THIS INDENTURE, made this 16th DEC 22 1994 ADULT 55 December, 1994, between
..... **FIRST UNITED BANK**, an Illinois banking corporation, 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 banking corporation in pursuance of a certain Trust Agreement, dated the 29th day of
November, 1993, and known as Trust Number 1661, party of the first part, and

First United Bank as Trustee under the provisions of a certain Trust Agreement,
dated the 2nd day of November, 1994, and known as Trust Number 1699
party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100-----
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:

See attached title for legal description which is made a part hereof.

together with the tenements and appurtenances thereto belonging.

Permanent Tax Number 27-34-401-002-0000

Common Address 183rd and 98th Ave
Tinley Park, IL

TO HAVE AND TO HOLD the said real estate with the appurtenances, if on the trusts, and for the uses and purposes herein and in this
Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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 grantees named herein, and of every other power and authority thereto 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 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.

SEAL

FIRST UNITED BANK
as Trustee, as aforesaid, and not personally

By [Signature]
Attest [Signature]

State of Illinois

County of Cook

SS

I, the undersigned, a Notary Public in and for said County, in
the state aforesaid, do hereby certify that W. Anthony Kopp, Senior Vice
President and Marilyn Carlson, Assistant Vice President

personally known to me to be the same persons whose names subscribed to the foregoing instru-
ment, appeared before me this day in person and acknowledged that they signed, sealed and delivered
the said instrument as their free and voluntary act, for the uses and purposes therein set forth, in-
cluding the release and waiver of the right of homestead.

Given under my hand and notarial seal this 16th day of December, 1994

"OFFICIAL SEAL"
Rosella Sharplee
Notary Public, State of Illinois
My Commission Expires 03/1/98

Rosella Sharplee
Notary Public

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:
STEVEN D. RAKICH (KC-1191-703)
21141 GOVERNORS HIGHWAY, SUITE 200
MATTESON, IL 60443

FIRST UNITED BANK, 990 E. LAKEVIEW AVENUE, CHICAGO, ILLINOIS 60601

BOX 333-CTI

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Exempt under provisions of Paragraph
Section 4, Real Estate Transfer Tax Act.

Page, Seal or Impression

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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 repubdivide 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 lease 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 999 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 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 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 terms, 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 invested 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 • • FIRST UNITED 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said • • • FIRST UNITED 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 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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That part of the East 1/2 of the Southeast 1/4 of Section 34, Township 36 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Commencing at the Northwest corner of Lot 132 in Pheasant Lake Unit 1, being a subdivision of part of said East 1/2 of the Southeast 1/4 of Section 34; thence North 00 degrees 00 minutes 00 seconds East 1140.00 feet along the West line of said East 1/2 of the Southeast 1/4, to the North line of the Southeast 1/4 of said Section 34; thence South 89 degrees 54 minutes 27 seconds East 1297.91 feet along said North line, to the North extension of the West line of 88th Avenue as dedicated in said Pheasant Lake Unit 1; thence South 00 degrees 00 minutes 32 seconds East 471.00 feet along said West line of 88th Avenue, to the Northeast corner of Lot 16 in Pheasant Lake Unit 2, being a subdivision of part of said East 1/2 of the Southeast 1/4 of Section 34; thence North 90 degrees 00 minutes 00 seconds West 140.04 feet, to the Northwest corner of said Lot 16; thence North 00 degrees 00 minutes 00 seconds West 15.30 feet along the East line of Flamingo Drive as dedicated in said Pheasant Lake Unit 2, to the East extension of the North line of Lot 111 in said Pheasant Lake Unit 2; thence North 90 degrees 00 minutes 00 seconds West 209.33 feet, to the Northwest corner of said Lot 111; thence North 00 degrees 00 minutes 00 seconds East 45.00 feet, to the Northeast corner of Lot 112 in said Pheasant Lake Unit 2; thence North 90 degrees 00 minutes 00 seconds West 520.34 feet, to the Northwest corner of Lot 117 in said Pheasant Lake Unit 2; thence South 23 degrees 45 minutes 13 seconds West 198.23 feet, to a point on a curve; thence Easterly 29.15 feet along said curve, being the southerly line of Golden Pheasant Drive as dedicated in said Pheasant Lake Unit 2, also being the arc of a circle of 349.00 feet radius convex Southwesterly and whose chord bears South 68 degrees 38 minutes 21 seconds East, to the Northwest corner of Lot 82 in said Pheasant Lake Unit 2; thence South 12 degrees 02 minutes 51 seconds West 141.62 feet, to the Southwest corner of said Lot 82; thence South 42 degrees 01 minutes 21 seconds West 22.41 feet, to a bond in the West line of Lot 83 in said Pheasant Lake Unit 2; thence South 00 degrees 00 minutes 00 seconds West 394.00 feet, to the Northeast corner of Lot 75 in said Pheasant Lake Unit 1; thence North 90 degrees 00 minutes 00 seconds West 125.00 feet, to the Northwest corner of said Lot 75; thence North 86 degrees 21 minutes 54 seconds West 66.12 feet, to the Northeast corner of said Lot 132; thence North 90 degrees 00 minutes 00 seconds West 140.00 feet, to the herein designated point of beginning, all in Cook County, Illinois.

Permanent Index Number: 27-34-401-002-0000

Property Address: 183rd and 88th Avenue, Tinley Park, IL

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

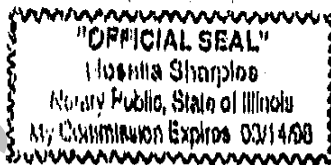
STATEMENT BY GRANTOR AND GRANTEE

The Grantor, or his agent, affirms that, to the best of his/her 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 real estate in Illinois, a partnership authorized to do business or acquire real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire real estate under the laws of the State of Illinois.

Dated: December 16, 1994

[Signature]
Grantor or Agent

Subscribed and Sworn to before me this 16th day of December, 1994.



Rosella Sharples
Notary Public

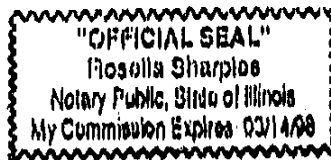
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The Grantee, or his agent, affirms that, to the best of his/her knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a Land Trust is either a natural person, an Illinois corporation or foreign corporation authorized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

Dated: December 16, 1994

[Signature]
Grantee or Agent

Subscribed and Sworn to before me this 16th day of December, 1994.



Rosella Sharples
Notary Public

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.

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)

COUNTY OF Cook)

SS

states that John Keyca being duly sworn on oath,
he resides at 17189 S. 89th Ave. Lombard
Park, Ill. 60477. 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. 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.

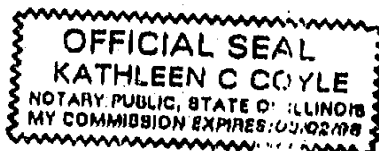
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and continuous land.
5. The conveyance of parcels of land 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.
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 2 parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land.

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 Deed of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to
before me this 16 day
of October 1992.

Kathleen C. Coyle
Notary Public



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OFFICIAL SEAL
KATHLEEN C. COFFEY
CLERK OF COOK COUNTY
JANUARY 1, 2011