

# UNOFFICIAL COPY

## NORTH STAR TRUST COMPANY TRUSTEE'S DEED TRUST TO TRUST



Doc#: 0408442241  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 03/24/2004 11:54 AM Pg: 1 of 3

This Indenture, made this 20th day of February, 2004 between North Star Trust Company, as Successor Trustee to Heritage Community Bank, formerly Riverdale Bank, Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 7th day of February, 2000, and known as Trust No. 630 party of the first part, and Gret Banc Trust Company, as Trustee under Trust Agreement dated November 6, 2000 and known as Trust Number 8319, party of the second part,

Grantee's Address: 20900 S. Western Ave., Olympia Fields, IL 60461

WITNESSETH, that said party of the first part, in consideration of the sum of Ten (\$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:

**THE NORTH 660 FEET OF THE WEST 660 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 50 FEET (THEREOF) OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Property Address: 3415 W. 167<sup>th</sup> Street, Hazel Crest, IL 60429  
P.I.N. 28-26-200-002

SA 55401K  
CPHL 2012

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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 behalf forever said party of the second part.

The terms and conditions appearing on the reverse side of this instrument are made a part hereof.

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 said Trustee 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 hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Land Trust Officer, the day and year first above written.

NORTH STAR TRUST COMPANY,  
As Trustee, as aforesaid,

By: [Signature]  
Vice President

Attest: [Signature]  
Trust Officer

STATE OF ILLINOIS

SS.

COUNTY OF LAKE

I, the undersigned a Notary Public in and for said County, in the State aforesaid do hereby certify that Jacklin Isha and Silvia Medina, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Land Trust Officer respectively appeared before me this day in person and acknowledged that they signed and sealed and delivered the said instrument as their own free and voluntary act of said Company for uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that said Trust Officer as custodian of the corporate seal of said Company did affix the said corporate seal of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of February, 2004.

Notary Public

[Signature]

SHARON K. CROWLEY  
Notary Public, State of Illinois  
My Commission Expires 9/17/2004

BOX 333-CH  
Release

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TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the 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, to vacate and 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 of 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 changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate of 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, contracts to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of 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 expedience of any act of said Trustee, or be obliged or privileged 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 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 (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 titles, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

The conveyance is made upon the express understanding and condition that neither the Grantee 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 agents or attorneys may do or omit to do in or about 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, 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 any 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 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 filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and 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 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 the Grantee the entire legal and equitable title in fees simple in and to all of the real estate described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Title is hereby directed not to register or note in the certificate 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.

STATE TAX	STATE OF ILLINOIS	# 0000066625	REAL ESTATE TRANSFER TAX
	 MAR.22.04		0042500
	REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE		FP 102808

COUNTY TAX	COOK COUNTY REAL ESTATE TRANSACTION TAX	# 0000066697	REAL ESTATE TRANSFER TAX
	 MAR.22.04		0021250
	REVENUE STAMP		FP 102802

Mail To: GreatBanc Trust Company  
20900 South Western Avenue  
Olympia Fields, IL 60461

Address of Property:  
3415 W. 167<sup>th</sup> Street, Hazel Crest, IL 60429  
This instrument was prepared by:  
Jacklin Isha  
North Star Trust Company  
500 W. Madison, Suite 3630  
Chicago, Illinois 60661

# UNOFFICIAL COPY

## COUNTY RECORDER AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS )  
COUNTY OF ) SS

JULIE C. COVELL, being duly sworn on oath, states that affiant resides at  
27161 S. STEVEN RAY DRIVE. That the attached deed is not in violation  
of Section 1 of the Plat Act [765 ILCS 205/1] for one of the following reasons:

1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access.
2. The division of lots or blocks of less than one (1) 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 between owners of adjoining and contiguous land.
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access.
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. 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.
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land following the division into no more than two (2) 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 of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.
10. This conveyance is of land described in the same manner as title was taken by grantor(s).

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

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

SUBSCRIBED AND SWORN TO BEFORE ME  
his 27th day of February 2004.

[Signature]  
AFFIANT

Notary Public

OFFICIAL SEAL  
Daniel M. Greenberg  
Notary Public, State of Illinois  
My Commission Expires 4-27-2007