This Indenture Witnesseth, That the	Den Trues West Fe & Anni	HTY INSURANCE
COMPANY	· · · · · · · · · · · · · · · · · · ·	
of the County of , Arapahoe , and	the State ofColorado for a	nd in consideration of
TEN (\$)0.00)		
and other good and valuable consideration in hand paid $^{\mathrm{Col}}$	nveys, Pargains and Sells unto LaSalia Mattonal 1	Trust, N.A., a antional
branking association, of 105 South LaSalle Street, Chicago, Illino clated the 9 ch day of Decem		
119224 the following described real r	estate in the County of <u>Cook</u> an	d State of Illinois, to wit zook
OF PART OF THE NORTHEAST 1/4 OF	TER TWO WEST, BEING A SUBDIVISION SECTION 10, TOWNSHIP 41 NORTH, IPAL MERIDIAN, IN COOK COUNTY, II	A/16 5 3 3 1 5
SAID LEGAL DESCRIPTION IS SUBJECTIVE EXHIBIT A, ATTACHED HERETO AN	T TO PERMITTED ENCUMBRANCES LISTI D MADE PART HEREOF:	
2.0 0	35258 PF	STATE C
	VILLAGE OF SCHAUMBURG  OFFIT. OF FRANCE REAL ESTAT  AND ADMINISTRATION TRANSFER  NATE 12120194  AND PAID \$ CEO.	FE   C7   Z

04085234

Ste. 3410; Chicago, Illinois 30601 Stependy Address: 201 E. Commerce Drive, Schrumburg, Illinois

0 0 pregraphent Real Estate Index No. ..07=10=204-005

To have and to hold the said premises with the appurtenances, tipon the trusts and for uses and purposes herein and in said trust agreement set forth

Full power and authority is hereby granted to said trustee to improve, max ary protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part the ent, and to resubdivide said property as often as destred, to contract to sell, to grant options to purchase, to soll on any terms, to convey, either without consideration, to convey said premises 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, esteril, powers and authorities vested in said trustee, to donate, to mortgage, pledge or otherwise encrymber, said property, or any part thereof, to mime to time, in possession of reversion, by leages to some tence in pressentior in luture, 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 are after terms and provisions thereof all any time or times hereafter, to contract to make leases and to grant aptions to lease and options to renew 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 with a stall, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant essentials or changes of any sint. So tellease, convey or assign any light, life or interest no respecting the real or personal property, to grant essentials or changes and to deal with a decrease and every part thereof in all other ways and for such other considerations as it would be lawfull for any person owning the same to determ the same, whether stimilar to define the most form the ways above specified, at any time of times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be bedriveyed, contracted to be sold, leased or mortgaged by said trustee, he obliged to see to the application of his must be accomplised, or be obliged to see that the terms of this trust bave been complised, all, or to obliged to see that the terms of this trust bave been complised, all, or to obliged to see that the terms of this trust bave been complised, all, or to obliged to see that the terms of this trust bave been complised, all, or to obliged to see that the terms of said trustee in relation to said, eal estate shall be conclusive evidence in layor of every person relying upon or claiming under any such conveyance, tense or other instrument, and every thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that sich 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, kease, mortgage or other instrument, and (d) if the conveyance is made to a successor of successors in trust, that such successor or successors in trust have been proporly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary herounder 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 other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any fille or interest, legat or equitable, in or to said real estate as such, but only an interest in the garmings, avails and proceeds thereof its aforesaid.

If the filte to any of the above lands is now or herealter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of filte 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 cases made and provided.

And the said granter, thereby expressly waives, and releases, any and all right or benefit under and by virtue of any and all statutes of the ...

State of fillings, providing for the exemption of homesteads from sale on execution or otherwise.

Dated: December 29, 1994

GREAT-WEST LIFE & ANNUITY INSURANCE

COMPANY

By:

74-74-213

George C. Woolley Vice President Legal of

GWL Properties Inc., authorized

signatory

Robert F. Moody

Manager, Real Estate and Mortgages, of CWL Properties Inc., authorized

signatory

Molary Public in and for said County, in the State aforesaid, do bereby certify that George Co. Moolley, Vice President - Legal of GWL Properties Inc., authorized signatory and Robert F. Moody, Manager, REal Estate and Mortgages of GWL Properties Inc., authorized signatory are

personally known to me to be the same person a

whose name 5 are

subscribed to the teregoing restribeout, appeared before one this dry in person and incloseledged that

they

signed, sealed and delivered the said intrument as  $|\mbox{their}|$ 

tree and voluntary act,

for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my band, and my

seal this

296h

day of Docember

AD 19294

**Notary Public** 

OFFICIAL SEAL

Address of Property

DING K.

OPTOOL COUNTY CLERK'S OFFICE AFTER RECORDING RETURN TO: Roger V. Stelle, Esq.; Keck, Mabin & Cate

LaSaile National Trust, N.A.

**Deed In Trust** Warranty Deed

Laselle National Trust, N.A. 135 South LaSalle Street Chicago, Illinois 60674-9135

## **UNOFFICIAL COPY**

## EXHIBIT "A"

## PERMITTED ENCUMBRANCES

- 1. Real Estate Taxes accruing for 1994 and subsequent years under Permanent Index No. 07-10-204-005-0000.
- 2. Non-exclusive easement reserved for and granted to the Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company, Cablenet of Illinois, Inc., and the Village of Schaumburg, Cook County, Illinois and their successors and assigns over the land to install, lay, construct, renew, operate and maintain underground conduits and cables, sewers and water mains, with all necessary manholes, water valve; and other equipment for the purpose of serving the subdivision and other property with the telephone, electric, sewer, gas and water service; the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said casement area raid conduits, cables, manholes, water valves and other equipment; and the right is granted to cut down and remove or trim and keep trimmed any trees, shrubs or saplings that interiere or threaten to interfere with any of the said public utilities easement. All installations shall be underground or on the surface, but not overhead as shown on the Prac of Woodfield Business Center Two-West recorded February 9, 1983 as Document No. 25501312.
- 3. Easement provisions contained in Plat of Woodfield Business Center Two-West recorded February 9, 1983 as Document No. 26501312 that no permanent buildings or other structures are to be erected or maintained upon vioresaid easement strips of land, but owners of lots in the subdivision shall take subject to the rights of the public utilities and to the rights of the owners of other lots in the aforementioned subdivision.

(Affects the North 20 feet and East 10 feet of Lot 59).

- 4. Covenants and restrictions as shown on Plat of Woodfield Busines. Center Two-West recorded February 9, 1983 as Document No. 26501312 and amended by instrument recorded November 16, 1992 as Document 92855930 as follows: the arcest delineated as "Storm Water Detention Area" are reserved for the benefit of the owners of real property in said subdivision, National Boulevard Bank, as Trustee under Trust Agreement dated March 20, 1981 and known as Trust No. 6758 as owner on behalf of its grantees, successors and assigns and on behalf of the owners of property in the subdivision, covenant and agreed to improve and maintain the areas delineated in accordance with the provisions of documents to be hereafter recorded.
- 5. A 30 foot building set back line as shown on the Plat of Woodfield Business Center Two-West recorded February 9, 1983 as Document No. 26501312 described as follows: over the North line of Lot 59.

## UNOFFICIAL COPY

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- 6. Easement for public utilities as shown on the Plat of Woodfield Business Center Two-West recorded February 9, 1983 as Document No. 26501312 described as follows: the North 20 feet and the East 10 feet of Lot 59.
- 7. Covenants and restrictions contained in the Declaration of Protective Covenants for Woodfield Business Center Two dated June 23, 1983 and recorded July 14, 1983 as Document 26687855 relating to general restrictions, development standards, architectural and spatial characteristics; loading and storage areas; architectural control committee, requiring membership in the Property Owners Association.

First Amendment dated September 4, 1992 and recorded November 16, 1992 as Document No. 32855930.

8. Provision contained in the Declaration of Protective Covenants for Woodfield Business Center Two dated June 23, 1983 and recorded July 14, 1983 as Document 26687855 whereby each owner covenants and agrees to pay the association (1) annual assessments and (2) special assessments; and that the annual and special assessments together with interest, costs and reasonable adorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made; further provision that the lien of the assessments shall be subordinate to the lien of any mortgage or mortgages.