

Warranty Deed In Trust



Doc#: 0426042109 Eugene "Gene" Moore Fee: \$34.00 Cook County Recorder of Deeds Date: 09/16/2004 10:15 AM Pg: 1 of 6

THIS INDENTURE WITNESSETH, that Grantor, PLOTE CONSTRUCTION INC., an Illinois corporation

of the County of Kane and State of Illinois, for and in consideration in hand paid, and of other good and valuable considerations, receipt of which is hereby

duly acknowledged, Convey and Warranty unto Harris Trust and Savings Bank, an Illinois banking 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, as Trustees under the provisions of a certain Trust Agreement, dated the 1st day of June, 2004, and known as Trust Number HTP1363, grantee, the following described real estate (hereinafter the "Premises") situated in Cook County, Illinois, to wit:

See Exhibit A attached hereto and made a part hereof

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

Date 9-9-04 [Signature] Buyer, Seller or Representative

properties Unincorporated

Permanent Index No. 12-20-202-015/12-20-202-026/12-20-202-028/12-20-202-036

The Powers and authority conferred upon said Trust Grantee are recited on the reverse side hereof and incorporated herein by reference.

And the said grantor hereby expressly waive S and release S any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 9th day of September 2004.

Plote Construction Inc

By: [Signature] (SEAL) Raymond E. Plote, President

(SEAL)

THIS INSTRUMENT PREPARED BY: Warren R. Fuller, Esq., 69 S. Barrington Rd., South Barrington, IL 60010

BOX 333-CP

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SUBJECT TO:

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 considerations to convey said real estate or any part thereof to a successors 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 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, whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

This conveyance is made upon the express understanding and condition that neither Harris Trust and Savings 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 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 the earnings avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Harris Trust and Savings Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.

COUNTY OF

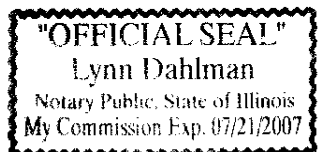
SS I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify

STATE OF ILLINOIS that Raymond E. Plote, as President of Plote Construction Inc.

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 9th day of September 20 04

NOTARY PUBLIC



MAIL TO GRANTEE'S ADDRESS:

HARRIS TRUST AND SAVINGS BANK



Street 201 S. Grove Ave.
City Barrington, IL
Zip Code 60010

ADDRESS OF PROPERTY

1141 E. Main St., Suite 100
East Dundee, IL 60118

TAXES TO BE MAILED TO:

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STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT HEREINAFTER REFERRED TO AS POINT "A", THAT IS ON THE NORTHERLY LINE OF LOT 9 IN THE MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN SAID NORTHEAST QUARTER OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959 AS DOCUMENT NO. 17433952 AND IS 106.19 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 9, BEING ALSO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY WARRANTY DEED DATED JULY 24, 1963 AND RECORDED AS DOCUMENT NO. 18862861; THENCE SOUTH 12 DEGREES 40 MINUTES 38 SECONDS EAST ALONG THE WESTERLY LINE OF LAND SO CONVEYED, 184.14 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG THE WESTERLY LINE OF LAND CONVEYED, BEING A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 468.34 FEET AN ARC DISTANCE OF 216.12 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 9; FOR THE POINT OF BEGINNING, THE CHORD OF SAID ARC HAVING A LENGTH OF 214.20 AND A BEARING OF SOUTH 25 DEGREES 53 MINUTES 55 SECONDS EAST; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 9, A DISTANCE OF 68.45 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 463.34 FEET AN ARC DISTANCE OF 166.28 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 165.40 FEET AND A BEARING OF NORTH 44 DEGREES 52 MINUTES 32 SECONDS WEST; THENCE NORTH 34 DEGREES 35 MINUTES 36 SECONDS WEST, 203.27 FEET (DEED BEING 203.30 FEET) TO A POINT ON THE NORTHERLY LINE OF AFORESAID LOT 9 THAT IS 166.76 FEET WESTERLY OF, MEASURED ALONG SAID NORTHERLY LINE, AFORESAID POINT "A"; THENCE SOUTH 71 DEGREES 03 MINUTES 41 SECONDS WEST ALONG SAID NORTHERLY LINE OF LOT 9, BEING ALSO THE SOUTHERLY LINE OF WAVELAND AVENUE AS DEDICATED BY PLAT RECORDED NOVEMBER 20, 1968 AS DOC. NO. 20689487, A DISTANCE OF 75.32 FEET TO THE MOST WESTERLY CORNER OF SAID WAVELAND AVENUE DEDICATED BY DOCUMENT NO. 20689487, BEING A POINT ON A LINE THAT IS 6.30 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES THERETO, AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 9; THENCE SOUTH 29 DEGREES 28 MINUTES 05 SECONDS WEST ALONG SAID PARALLEL LINE AND ALONG THE SOUTHWESTERLY PROLONGATION OF SAID PARALLEL LINE, 136.64 FEET TO THE MOST SOUTHERLY CORNER OF THE PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEED RECORDED AS DOC. NO. 19992235; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED BY SAID DEED RECORDED AS DOCUMENT NO. 19992235, A DISTANCE OF 870.78 FEET; THENCE SOUTH 29 DEGREES 28 MINUTES 05 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 82.03 FEET; THENCE SOUTH 60 DEGREES 31 MINUTES 55 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 2093.57 FEET TO THE EAST LINE, EXTENDED SOUTHERLY, OF CARNATION STREET AS DEDICATED BY THE AFORESAID PLAT RECORDED NOVEMBER 20, 1968 AS DOCUMENT NO. 20689487; THENCE NORTH 01 DEGREE 58 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, EXTENDED SOUTHERLY, 174.92 FEET TO THE SOUTHEAST CORNER OF SAID CARNATION STREET DEDICATED BY DOC. NO. 20689487; THENCE NORTH 67 DEGREES 18 MINUTES 32 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID CARNATION STREET, 66.02 FEET TO THE SOUTHWEST CORNER THEREOF, BEING ALSO THE SOUTHEAST CORNER OF LOT 7 IN THE AFORESAID MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST QUARTER OF SECTION 20; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 7, A DISTANCE OF 73.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, BEING ALSO THE MOST EASTERLY CORNER OF LOT F IN THE SAID MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST QUARTER OF SECTION 20; THENCE ALONG THE EASTERLY LINE OF SAID LOT F, THE FOLLOWING THREE COURSES: 1) NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 468.34 FEET AN ARC DISTANCE OF 287.71 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 283.21 FEET AND A BEARING OF NORTH 19 DEGREES 38 MINUTES 46 SECONDS WEST, 2) NORTH 03 DEGREES 18 MINUTES 23 SECONDS WEST, 70.00 FEET, AND 3) NORTH 01 DEGREE 58 MINUTES 19 SECONDS WEST, 400.00 FEET TO THE NORTHEAST CORNER OF SAID LOT F; THENCE SOUTH 88 DEGREES 01 MINUTES 41 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT F, 18.50 FEET TO THE NORTHWEST CORNER OF SAID LOT F; THENCE ALONG THE WESTERLY LIEN OF SAID LOT F, THE FOLLOWING TWO COURSES: 1) SOUTH 01 DEGREE 59 MINUTES 16 SECONDS EAST, 469.50 FEET TO A POINT OF CURVATURE, AND 2) SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 488.34 FEET AN ARC DISTANCE OF 258.23 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT F, BEING ALSO THE MOST EASTERLY CORNER OF LOT 8 IN THE SAID MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST QUARTER OF SECTION 20, THE CHORD OF SAID ARC HAVING A LENGTH OF 255.23 FEET AND A BEARING OF SOUTH 17 DEGREES 08 MINUTES 12 SECONDS EAST; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8, A DISTANCE OF 193.73 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 8, BEING

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ALSO THE MOST EASTERLY CORNER OF LOT G IN THE SAID MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST QUARTER OF SECTION 20; THENCE ALONG THE EASTERLY LINE OF SAID LOT G THE FOLLOWING FOUR COURSES: 1) NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 468.34 FEET AN ARC DIATANCE OF 209.26 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 207.52 FEET AND A BEARING OF NORTH 25 DEGREES 28 MINUTES 39 SECONDS WEST, 2) NORTH 12 DEGREES 40 MINUTES 38 SECONDS WEST 155.65 FEET TO A POINT OF CURVATURE, 3) NORTHERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1136.28 FEET AN ARC DISTANCE OF 212.06 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 211.76 FEET AND A BEARING OF NORTH 07 DEGREES 19 MINUTES 51 SECONDS WEST, AND 4) NORTH 01 DEGREE 59 MINUTES 19 SECONDS WEST, 41.54 FEET TO THE NORTHEAST CORNER OF SAID LOT G; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT G BEING A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1096.28 FEET AN ARC DISTANCE OF 47.45 FEET TO THE NORTHERLY EXTENSION OF A LINE THAT IS 15.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE MIDDLE PORTION OF THE LINE BETWEEN AFORESAID LOT 9 AND LOT G, THE CHORD OF SAID ARC HAVING A LENGTH OF 47.45 FEET AND A BEARING OF SOUTH 76 DEGREES 03 MINUTES 18 SECONDS WEST; THENCE SOUTH 12 DEGREES 40 MINUTES 38 SECONDS EAST ALONG SAID PARALLEL LINE AND ITS NORTHERLY EXTENSION, 406.25 FEET TO A POINT OF CURVATURE; THENCE SOUTEASTERLY ALONG A LINE THAT IS 15.00 FEET NORTHEASTERLY OF, MEASURED NORMAL THERETO, AND PARALLEL WITH THE SOUTHERLY PORTION OF THE LINE BETWEEN SAID LOT 9 AND SAID LOT G, BEING A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 488.34 FEET AN ARC DISTANCE OF 174.11 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT G, THE CHORD OF SAID ARC HAVING A LENGTH OF 173.19 FEET AND A BEARING OF SOUTH 22 DEGREES 53 MINUTES 31 SECONDS EAST; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINES OF SAID LOTS G AND 9, A DISTANCE OF 245.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CIRCLE THE NUMBER BELOW WHICH IS APPLICABLE TO THE ATTACHED DEED.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Warren R. Fuller, Esq.

, being duly sworn on

oath, states that he resides at 69 S. Barrington Rd., South Barrington, IL

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:

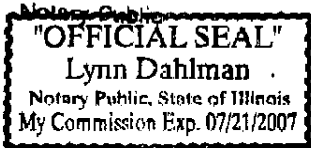
- 1. The sale or exchange is of an entire tract of land not being a part of a larger tract of land.
- 2. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
- 3. The division of lots or blocks of less 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 is between owners of adjoining and contiguous land.
- 5. The conveyance is of parcels of land or interest 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 is of land owned by a railroad or other public utility which does not involve new streets or easements of access.
- 7. 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 public use.
- 8. The conveyance is made to correct descriptions in prior conveyances.
- 9. 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.
- 10. The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, of 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.

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.

Signature



SUBSCRIBED AND SWORN TO
BEFORE ME THIS 9th DAY
OF September, 2004



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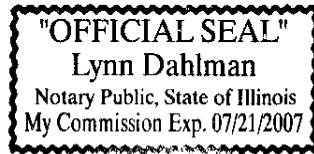
STATEMENT BY GRANTOR AND GRANTEE

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

Dated: September 9, 2004

Signature: *Lynn Dahlman*
Grantor or Agent

Subscribed and sworn to before me
by said Agent _____
this 9th day of September, 2004.



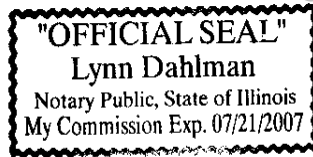
Notary Public: *Lynn Dahlman*

The grantee or his agent affirms and verifies that 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 and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: September 9, 2004

Signature: *Lynn Dahlman*
Grantor or Agent

Subscribed and sworn to before me
by said Agent _____
this 9th day of September, 2004.



Notary Public: *Lynn Dahlman*

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.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)