



Doc#: **0519642117**  
 Eugene "Gene" Moore Fee: \$28.00  
 Cook County Recorder of Deeds  
 Date: 07/15/2005 09:26 AM Pg: 1 of 3

THIS INDENTURE WITNESSETH, that the Grantor(s), **First National Bank of Illinois, a National Banking Association** of the County of Cook and State of Illinois for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey(s) and warrants unto **FIRST NATIONAL BANK OF ILLINOIS, a National Banking Association of Lansing, Illinois at 3256 RIDGE ROAD, LANSING, ILLINOIS 60438** as Trustee under the provisions of a trust agreement dated the 19th day of November, 1990, known as Trust Number 3998, the following described real estate in the County of Cook and State of Illinois:

③ 2046773361  
 New Sun Ct

(Reserved for Recorder's Use Only)

The North 110 feet of the West 500 feet of the East 1,000 feet of the South 2/3 of the Northeast Quarter of the Northeast Quarter of Section 12, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.


TO HAVE AND TO HOLD the said premises 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(s) 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(s) aforesaid has hereunto set their hand(s) and seal(s) this 12th day of July, 2005.

First National Bank of Illinois

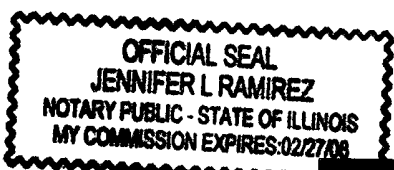
By:  (Seal)  
 Thomas C. Cornwell, Sr. V.P. & C.O.O.


Attest:  (Seal)  
 David G. Clark, V.P. & Sr. Trust Officer

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Thomas C. Cornwell and David G. Clark personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 12th day of July, 2005.



  
 Notary Public

Mail to: Trust Department

 **Mr. Dale Anderson**  
 18225 Burnham Ave.  
 Lansing, IL 60438-3059

This instrument prepared by:  
 Thomas C. Cornwell  
 First National Bank of Illinois  
 3256 Ridge Road, Lansing, Illinois

BOX 334 CT

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 ①

# UNOFFICIAL COPY

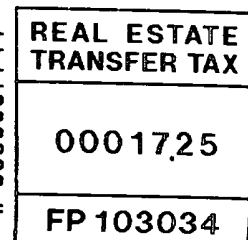
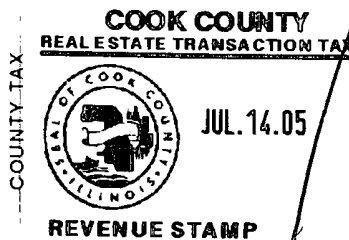
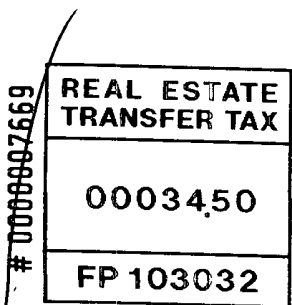
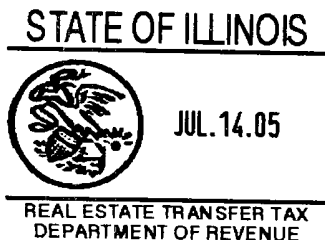
Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, 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 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, 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 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 fully 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 title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

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 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 grantee 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.

DEED-IN-TRUST



# UNOFFICIAL COPY

## PLAT ACT AFFIDAVIT

STATE OF ILLINOIS  
COUNTY OF COOK } SS.

*First Nat Bank of IT,*

Thomas Cornwell, Vice Pres. of, being duly sworn on oath, states that  
he resides at 54 East Road Chesterton, IN 46304. That the  
attached deed is not in violation of 765 ILCS 205/1 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 the land into parcels or tracts of five 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 one 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 contiguous land.
5. The conveyance 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 easement 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 two parts and not involving any new streets or easements of access.

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

*Dale A Anderson*

SUBSCRIBED and SWORN to before me

this 12 day of July 2005

*Dale A Anderson*  
Notary Public

