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DEED IN TRUST - WARRANTY

NW 6181005

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, **Cyber I, L.L.C., an Illinois limited liability company**

of the County of **Cook** and State of **Illinois** for and in consideration of the sum of **Dollars (\$10.00)** in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and **WARRANT** unto **LASALLE BANK NATIONAL ASSOCIATION**, a National Banking Association whose address is 135 S. LaSalle St., Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated **6th**, day of **June**, **1989** and known as Trust Number **108506-00**, the following described real estate situated in **Cook** County, Illinois, to wit:



Doc#: 0601143190 Fee: \$36.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 01/11/2006 01:23 PM Pg: 1 of 7

(Reserved for Recorders Use Only)

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As **Lot 4A2D2A Prairie Stone, Hoffman Estates, IL**

Property Index Numbers **01-32-400-016-0000**

together with the tenements and appurtenances thereunto belonging.

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.

THE TERMS AND CONDITIONS APPEARING ON PAGE 2 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And 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.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this **18th** day of **July**, **2002**

D203RF

Seal

Seal

Seal

Seal

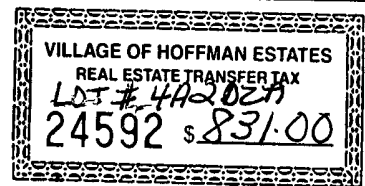
STATE OF **ILLINOIS**
COUNTY OF **Kane**

) I, **Johnna Siedelberg**, a Notary Public in and for said County, in the State aforesaid, do hereby certify **Todd W. Santa**

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **he** signed, sealed and delivered of said instrument as a 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 seal this **18th** day of **July**, **2002**

Johnna Siedelberg
NOTARY PUBLIC



Prepared By:

Charles J. Benvenuto
2901 Butterfield Road
Oak Brook IL 60523

MAIL TO: **LASALLE BANK NATIONAL ASSOCIATION**
135 S. LASALLE ST, SUITE 2500
CHICAGO, IL 60603 or

COOK COUNTY RECORDER'S OFFICE: **BOX 350**

STATE TAX

STATE OF ILLINOIS

JAN. 10. 06

REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE

957900000456

REAL ESTATE TRANSFER TAX
00277.00
FP 103024

0000000000

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TERMS AND CONDITIONS


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 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 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 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 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 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 LaSalle Bank National Association, 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 LaSalle Bank National Association 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.

COUNTY TAX  REVENUE STAMP	COOK COUNTY REAL ESTATE TRANSACTION TAX	# 0000002473 JAN. 10. 06	REAL ESTATE TRANSFER TAX
			00138.50
			FP 103022

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· EXHIBIT "A"

LEGAL DESCRIPTION

LOT 4A2D2A IN FINAL PLAT OF RESUBDIVISION OF LOT 4A2D2 IN PRAIRIE STONE
RESUBDIVISION OF LOT 4A2D IN PRAIRIE STONE, BEING A RESUBDIVISION IN PART OF
SECTION 32, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 01-32-400-011-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPYPERMITTED EXCEPTIONS

RIGHTS, COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY AND BETWEEN NBD TRUST COMPANY OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1973 AND KNOWN AS TRUST NUMBER 66-1882 AND AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1969 AND KNOWN AS TRUST NUMBER L-1163, HARRIS BANK BARRINGTON, N.A. AS TRUSTEE UNDER TRUST NUMBER 398, THE SUCCESSOR CO-TRUSTEE OF THE THOMAS J. ORIGER REVOCABLE INTER-VIVOS TRUST DATED MARCH 25, 1976, RAYMOND E. PLOTE, AS TRUSTEE UNDER THE RAYMOND E. PLOTE LIVING TRUST DATED JULY 16, 1983 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1989 AND KNOWN AS TRUST NUMBER 108605-00 WHICH RELATES TO, BUT IS NOT LIMITED TO PERMITTED DEVELOPMENT USES, PROHIBITION OF THE USE OF THE LAND AS A SANITARY LANDFILL, GARBAGE DUMP OR STORAGE AREA STORING ANY HAZARDOUS MATERIALS AND THE CONSTRUCTION OF EXTENSIONS OF GAS, WATER, ELECTRIC, STORM WATER AND SANITARY SEWER LINES AS WELL AS ANY OTHER INFRASTRUCTURE OR OTHER UTILITY IMPROVEMENTS TO THE LAND AND APPROPRIATE PROVISIONS IN ANY AMENDMENT TO THE ANNEXATION AGREEMENT, ORDINANCES, RESOLUTIONS OR OTHER GOVERNMENTAL ACTIONS WITH RESPECT TO IMPROVEMENTS BENEFITTING THE LAND AS CONTAINED IN THE PURCHASE/SALE AGREEMENT DATED JUNE 23, 1989, AS DISCLOSED BY MEMORANDUM OF CONTRACT RIGHTS RECORDED JUNE 12, 1990 AS DOCUMENT 90277583.

TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE ANNEXATION AGREEMENT AS DISCLOSED BY MEMORANDUM OF CONTRACT RIGHTS DATED JUNE 11, 1990 AND RECORDED JUNE 12, 1990 AS DOCUMENT 90277583.

NOTICE OF REQUIREMENTS FOR STORM WATER DETENTION RECORDED NOVEMBER 30, 1990 AS DOCUMENT 90583269 AND FILED NOVEMBER 30, 1990 AS DOCUMENT 183529621.

EASEMENT IN FAVOR OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1989 AND KNOWN AS TRUST NUMBER 108506-00 FOR THE INSTALLATION, OPERATION, MODIFICATION, MAINTENANCE, REPAIR

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AND REMOVAL OF UTILITIES AND DRAINAGE FACILITIES (AND THE RIGHT TO INSPECT SAME) OVER, UNDER AND ACROSS EACH BUILDING SITE, INCLUDING THE RIGHT OF INGRESS AND EGRESS TO AND FROM EACH BUILDING SITE FOR THE PURPOSE OF CARRYING OUT SAID EASEMENT TOGETHER WITH THE RIGHT TO REMOVE ANY OBSTRUCTION THAT MAY BE PLACED IN SUCH EASEMENT THAT WOULD CONSTITUTE INTERFERENCE WITH THE USE OF SUCH EASEMENT OR WITH THE USE, MAINTENANCE, OPERATION OR INSTALLATION OF SUCH UTILITIES AND DRAINAGE FACILITIES AS RESERVED IN THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED AS DOCUMENT 91105432.

EASEMENT RESERVED IN THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 8, 1991 AS DOCUMENT 91105432 FOR THE ASSOCIATION TO ENTER UPON A BUILDING SITE AT ALL TIMES FOR THE PURPOSE OF INSPECTING SUCH SITE TO DETERMINE COMPLIANCE WITH THE OWNERS MAINTENANCE REQUIREMENTS AND THE RIGHT OF INGRESS AND EGRESS ONTO SUCH SITE AT ANY TIME FOR THE PURPOSE OF MAINTAINING, REPAIRING OR REPLACING ANY PORTION OF THE LANDSCAPING OR SITE IMPROVEMENTS ON SUCH BUILDING SITE WHICH IS NOT IN COMPLIANCE WITH SAID MAINTENANCE REQUIREMENTS.

RIGHTS, TERMS, OBLIGATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN UNRECORDED ANNEXATION AND DEVELOPMENT AGREEMENT DATED JULY 31, 1990 BY AND BETWEEN SEARS, ROEBUCK AND CO., AND THE VILLAGE OF HOFFMAN ESTATES, A MEMORANDUM OF WHICH WAS RECORDED APRIL 16, 1991 AS DOCUMENT 91173868.

RIGHTS, TERMS, OBLIGATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN UNRECORDED ECONOMIC DEVELOPMENT AGREEMENT, AS AMENDED FROM TIME TO TIME, MADE BY AND BETWEEN SEARS, ROEBUCK AND COMPANY, A NEW YORK CORPORATION AND THE VILLAGE OF HOFFMAN ESTATES RELATING TO SPECIFIC USES OF THE LAND A MEMORANDUM OF WHICH WAS RECORDED APRIL 19, 1991 AS DOCUMENT 91181055. SPECIFICALLY, SECTION 3.4 OF THE AGREEMENT PROVIDES THAT FOR THE TERM OF THE ECONOMIC DEVELOPMENT PLAN, THE SUBJECT PROPERTY SHALL BE DEVOTED ONLY TO THE USES SPECIFIED IN THE ECONOMIC DEVELOPMENT PLAN AND THAT SUCH COVENANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND, WHICH SHALL TERMINATE UPON EXPIRATION OF THE ECONOMIC DEVELOPMENT PLAN. MOREOVER, ARTICLE 9 OF THE AGREEMENT PROVIDES THAT NEITHER THE DEVELOPER, NOR ITS AGENTS, REPRESENTATIVES SUCCESSORS, ASSIGNS, TENANTS OR TRANSFEREES OF ANY PORTION OF THE SUBJECT PROPERTY SHALL INITIATE, TAKE OR PERFORM ANY ACTS ATTEMPTING TO REDUCE THE ASSESSED VALUATION OF ANY PORTION OF THE SUBJECT PROPERTY IF SUCH REDUCTION WILL CAUSE THE THEN CURRENT TOTAL ASSESSED VALUATION OF THE SUBJECT PROPERTY TO BE LESS THAN THE TOTAL MINIMUM ASSESSED VALUATION. THE TOTAL MINIMUM ASSESSED VALUATION OF THE PROPERTY SHALL BE ESTABLISHED IN WRITING BY THE PARTIES TO THE AGREEMENT FROM TIME TO TIME AS BONDS ARE ISSUED IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE FIRST SENTENCE OF PARAGRAPH 5, THE AFFECTED PARTIES SHALL HAVE THE SAME RIGHT TO CHALLENGE REAL ESTATE TAXES AS IS OFFERED TO THE TAXPAYERS AND OWNER OF OTHER REAL PROPERTIES SITUATED WITHIN COOK COUNTY, ILLINOIS BUT NO SUCH CHALLENGE WILL BE MADE WITHOUT NOTICE TO THE VILLAGE. TO THE EXTENT THE AFFECTED PARTIES ARE OBLIGATED TO PAY AN PORTION OF THE REAL ESTATE TAX BILL FOR THE SUBJECT PROPERTY, THEY SHALL PAY SUCH TAXES BEFORE THE DATE OF DELINQUENCY OF SUCH TAXES. ARTICLE 9 SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE AFFECTED PARTIES FOR SO LONG AS THE BONDS ARE ISSUED AND OUTSTANDING. FINALLY, THE AGREEMENT ALSO PROVIDES THAT IF AND WHEN THE BONDS HAVE BEEN PAID IN FULL AND REDEEMED, THE COVENANTS CONTAINED IN ARTICLE 9 OF THE AGREEMENT SHALL BECOME NULL AND VOID

AND THE VILLAGE SHALL ISSUE A RELEASE OF SUCH COVENANTS.

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RIGHTS, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATIONS CONTAINED IN SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 8, 1991 AS DOCUMENT 91105432 AND AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME RELATING TO, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: ASSESSMENTS, USE, DEVELOPMENT, APPROVAL OF IMPROVEMENTS, BUILDING SETBACKS, PARKING, LANDSCAPING EASEMENTS, EXTERNAL STRUCTURES, UNDERGROUND UTILITIES, MAINTENANCE, SIGNS, DIRECTIONAL AND TRAFFIC CONTROL SIGNS, & EASEMENTS RESERVED BY THE ASSOCIATION AND DELCARANT.

FIRST SUPPLEMENTARY DECLARATION RECORDED JULY 31, 1991 AS DOCUMENT NO. 91383966

SECOND SUPPLEMENTARY DECLARATION RECORDED OCTOBER 23, 1991 AS DOCUMENT NO. 91554407

THIRD SUPPLEMENTARY DECLARATION RECORDED NOVEMBER 4, 1994 AS DOCUMENT NO. 94944869

FIRST AMENDMENT TO DECLARATION RECORDED JUNE 26, 1995 AS DOCUMENT NO. 95408255.

RIGHTS, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATIONS AS CONTAINED IN THE UNRECORDED DEVELOPMENT PLAN AS DISCLOSED BY SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 8, 1991 AS DOCUMENT 91105432.

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COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO USE CONTAINED IN THE DOCUMENT RECORDED JULY 2, 1997 AS DOCUMENT NO. 97479669 AND RE-RECORDED JULY 29, 1997 AS DOCUMENT NO. 97549952 WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

EASEMENT IN FAVOR OF PUBLIC UTILITY COMPANIES, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT OF RESUBDIVISION OF LOT 4 IN SEARS BUSINESS PARK RECORDED AS DOCUMENT NO. 91396712 AND ON PLAT OF RESUBDIVISION OF LOTS 4A AND 4D RECORDED AS DOCUMENT 94838172.

(AFFECTS THE WESTERLY 20 FEET OF LOT 4A2D2)

EASEMENT IN FAVOR OF PUBLIC UTILITY COMPANIES, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT OF PRAIRIES STONE RESUBDIVISION OF LOT 4A2 RECORDED AS DOCUMENT NO. 94867804 AND AS SHOWN ON FINAL PLAT OF RESUBDIVISION OF LOT 4A2D IN PRAIRIE STONE RESUBDIVISION RECORDED JANUARY 30, 1998 AS DOCUMENT 98083603 AND THE FINAL PLAT OF RESUBDIVISION OF LOT 4A2D2 IN PRAIRIE STONE RESUBDIVISION RECORDED JUNE 23, 1998 AS DOCUMENT 98536287.

(AFFECTS THE NORTH 10 FEET AND THE EAST 10 FEET OF LOT 4A2D2)

EASEMENT IN FAVOR OF THE VILLAGE OF HOFFMAN ESTATES, COOK AND KANE COUNTIES, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE FINAL PLAT OF RESUBDIVISION OF LOT 4A2D2 IN PRAIRIE STONE RESUBDIVISION RECORDED JUNE 23, 1998 AS DOCUMENT 98536287, AFFECTING THE PORTIONS OF THE LAND WITHIN DOTTED LINES AND MARKED "EASEMENT".

(AFFECTS THE WESTERLY 20 FEET AND THE NORTH AND EAST 10 FEET OF THE LAND)

RIGHTS, EASEMENTS, RESERVATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE UNRECORDED PLAT OF UTILITY EASEMENTS AS DISCLOSED BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT 91192833 AND TRUSTEE'S DEED RECORDED AS DOCUMENT 91192832.

(AFFECTS UNDERLYING LAND)

INTEREST OF THE BOARD OF REGENTS FOR REGENCY UNIVERSITIES FOR THE USE OF NORTHERN ILLINOIS UNIVERSITY IN AND TO THAT PORTION OF THE LAND RESERVED FOR PARKING SPACES AS DISCLOSED BY DEED RESTRICTIONS ATTACHED TO AND MADE A PART OF THAT CERTAIN SPECIAL WARRANTY DEED DATED APRIL 19, 1991 AND RECORDED APRIL 25, 1991 AS DOCUMENT 91192833.

(AFFECTS UNDERLYING LAND)