## DEED IN TRUST (WARRANT

This Indenture, made this 3.0 2006 between of march Tarragon O'Hare Office Park, Inc.\* Grantor, of the County of State of Illinois, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, Convey and Warrant unto BankFinancial, F.S.B. a Federal savings bank duly authorized to transact business in the State of Illinois, and duly authorized to accept and execute trusts LAL within the State of Illingis,

0607402306 Fee: \$30.00 Doc#: Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/15/2006 10:52 AM Pg: 1 of 4

10218 not personally but solely at Trustee under the provisions of the Trust Agreement dated the 3rd of February, 2006 and known as Trust Number 010880

whose address is 15W060 North Frontage Road, Burr Ridge, IL 60527, Grantee, the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

\*an Illinois Corpo ratio n

See Exhibit A attached hereto and made a part hereof See Ein bit B affected hereto and made a part hereof 09-15-306-005, 09-15-306-006, 09-15-306-007, 09-15-306-008, 09-15-306-025, 09-15-306-026 and 09-15-306-055

Permanent Index Number:

2434 and 2454 Dempster, Des Plaines, Illinois 60016 Property Address:

TO HAVE AND TO HOLD the said premises with the appurenances 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 rigots or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from the sale on execution or otherwise. In Witness Whereof, the grantor(s) aforesaid has/have hereunto set their hand(s) and scal(s) the day and year first above TARRAGON DIERE OFFICE PARK, INC., AN written.

UBENSTEIN

STATE OF ILLINOIS | SS COUNTY OF NEW YORK

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

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this free and voluntary act, for the day in person and acknowledged that signed, sealed and delivered the said instrument as uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and notarial seal this 222d day of February, 2006

My Commission Expires:

Notary Public

Prepared by: Jay Chie

4001 W. Devon, Suite 310

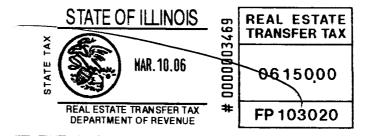
Chicago, IL 60646

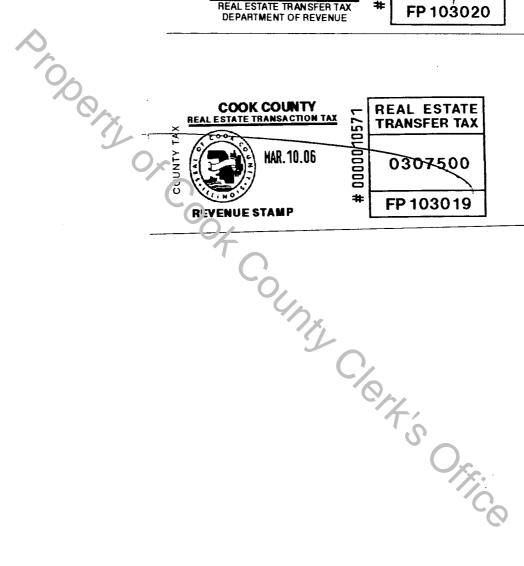
After recording mail to: BankFinancial, F.S.B. Attn: Land Trust Dept. 15W060 North Frontage Road Burr Ridge, IL 60527

LYDIA COPLIN Notary Public, State of New York No.01CO6123279 Qualified in New York County Commission Expires March 7, 2009

\_\_0607402306D Page: 2 of 4

## **UNOFFICIAL COPY**





LYDIA COPLIN
Notary Public, State of New York
No.017000168279
Oursit at the New York County
Commission Laytres riscon 7, 2008

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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 and 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 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, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or 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 property, or any part thereof for other real or personal property, to grant easements or charges of any kind, to release, conveyor assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with the title of said property 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 different from the ways above specified, at any time or times hereafter.

In no case shall any party de ling with said trustee in relation to said premises, or to whom said premises or any part thereof be conveyed, contracted to be said leased, or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the recessity 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 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) the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (5) 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 any amendment thereof and binding upon all beneficiaries thereunder, (c) that said truster was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and ( a) it 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 condution that neither 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 or their agents or attorneys may do or omit to do in or about the said premises or under the provision of this Deed or said trust agreement or any amendment thereto, or for injury to person or property rappening in or about said premises, 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 premises may be entered into by it in the name of the then beneficiaries under the 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 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, of the filing for record of this Deed.

The interest of each and every beneficiary under the trust agreement, and of all persons claiming under warm or by any of them shall be only in the possession, 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 possession, earnings, avails and proceeds thereof as a foresaid.

TAX BILLS TO BE MAILED TO:

4001 W. DEVON #310 CHICAGO, JL 60646

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## **UNOFFICIAL COPY**

EXHIBIT "A"

**Property Address:** 

2434 AND 2454 DEMPSTER, DES PLAINES IL 60016

**Legal Description:** 

PARCEL 1:

LOTS 4 THROUGH 7, INCLUSIVE AND 30 THROUGH 33, INCLUSIVE, IN ALBERT H. AHRENS HOMESTEAD ACRES SUBDIVISION, OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1947 AS DOCUMENT 14126112.

PARCEL 2:

EASEMENT FOR THE BENEFIT O'. PARCEL 1 AS CREATED BY THAT CERTAIN JOINT DRIVEWAY EASEMENT AGREEMENT BETWEEN GREGORY J. LURVEY AND MARK D. LURVEY AND TARRAGON O'HARE OFFICE PARK INC. DATED JANUARY 30, 2003 RECORDED ON FEBRUARY 14, 2003 AS DOCUMENT 0030216580.

Permanent Index No.:

09-15-306-005 (LCT3), 09-15-306-006 (LOT 32), 09-15-306-007 (LOT 31), 09-15-306-008 (LOT 30), 09-15-306-025 (LOT 6), 09-15-306-026 (LOT 7) AND

09-15-306-055 (LOTS 4 AND 5)