



Doc#: 0729855117 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/25/2007 02:00 PM Pg: 1 of 5

Warranty Deed  
In Trust

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

of the County of Kane and  
State of Illinois, for and in consideration of the  
sum of ten dollars, and of other good and  
valuable considerations in hand paid, receipt

of which is hereby duly acknowledged, Convey and Warrant unto Harris N.A., a National Banking Association, organized and existing  
under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee  
under the provisions of a certain Trust Agreement, dated the 1st day of December, 20 01  
and known as Trust Number H/B 1026, grantee, the following described real estate (hereinafter the "Premises")  
situated in Cook County, Illinois, to wit:

See attached for legal description

15-17-404-040  
15-17-405-001  
VILLAGE OF HILLSIDE



1023-07  
2164 REAL ESTATE TRANSFER TAX

Permanent Index No. 15-17-404-040 and 15-17-405-001

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 and release 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 its hand and seal this 1st  
day of October 20 07

Plote Construction Inc.  
By: [Signature] (SEAL) \_\_\_\_\_ (SEAL)  
Daniel R. Plote, President

THIS INSTRUMENT PREPARED BY: Warren R. Fuller, 69 S. Barrington Road, South

Barrington, IL 60010

# UNOFFICIAL COPY

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 or to 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 applications 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 N.A., 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 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 N.A. the entire legal and equitable title in fee simple in and to all of the real estate above described.

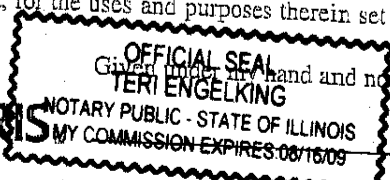
COUNTY OF Cook

STATE OF ILLINOIS

) SS I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Daniel R. Plote, President of Plote Construction Inc.,

an Illinois corporation

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 1st day of October 20 07



**HARRIS** NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 08/16/09

MAIL TO GRANTEE'S ADDRESS:

NOTARY PUBLIC

HARRIS N.A. c/o Warren R. Fuller  
Street 69 S. Barrington Road  
City South Barrington, IL  
Zip Code 60010

Vacant 1/2 acre, formerly Indiana Harbour Belt Railroad Co. and Vacant SE corner, Oak & N. Railroad  
ADDRESS OF PROPERTY  
Hillside, IL 60162

TAXES TO BE MAILED TO:

# UNOFFICIAL COPY

## 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 add authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: October 1, 2007

Signature: *Teri Engelking*  
Grantor or Agent

Subscribed and sworn to before me this 1st day of October, 2007.

*Teri Engelking*  
Notary Public:



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: October 1, 2007

Signature: *Teri Engelking*  
Grantee or Agent

Subscribed and sworn to before me this 1st day of October, 2007.

*Teri Engelking*  
Notary Public:



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 Land Trust Recordation and Transfer Tax Act.)

# UNOFFICIAL COPY

## LEGAL DESCRIPTION OF PLOTE LAND (INDIANA HARBOUR BELT RAILROAD)

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 17, AND THE NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY RIGHT OF WAY, AS DESCRIBED IN DOCUMENT NUMBER 974474; THENCE SOUTH 66 DEGREES 52 MINUTES 33 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY, 530.247 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF THE INDIANA HARBOUR BELT RAILROAD COMPANY RIGHT OF WAY (FORMERLY THE CHICAGO, AURORA AND ELGIN RAILWAY COMPANY) PER DOCUMENT RECORDED JANUARY 26, 1906 AS DOCUMENT NUMBER 10305, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 23 DEGREES 21 MINUTES 54 SECONDS EAST ALONG THE AFORESAID NORTHWESTERLY LINE OF THE INDIANA HARBOUR BELT RAILROAD COMPANY RIGHT OF WAY 755.70 FEET; THENCE NORTH 10 DEGREES 45 MINUTES 14 SECONDS EAST, 151.695 FEET TO THE SOUTHERLY LINE OF THE CONGRESS STREET EXPRESSWAY AS CONDEMNED IN CASE NO. 55S4420; THENCE SOUTH 70 DEGREES 07 MINUTES 59 SECONDS EAST, 99.305 FEET TO THE SOUTHEASTERLY LINE OF THE AFORESAID INDIANA HARBOUR BELT RAILROAD COMPANY RIGHT OF WAY; THENCE SOUTH 23 DEGREES 21 MINUTES 54 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF THE SAID INDIANA HARBOUR BELT RAILROAD COMPANY RIGHT OF WAY, 909.517 FEET TO HEREINABOVE DESCRIBED NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 66 DEGREES 52 MINUTES 33 SECONDS WEST, ALONG SAID NORTHERLY LINE 66.001 FEET TO HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PIN: 15-17-404-040

Address: Vacant 1/2 acre - former Indiana Harbour Belt Railroad Co.,  
Hillside, IL

D05276B.05.doc  
AVE  
10-03-07

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## LEGAL DESCRIPTION OF PLOTE LAND IN BOEGER'S SUBDIVISION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MANNHEIM ROAD (SAID LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17) WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY; THENCE NORTH 69 DEGREES 00 MINUTES 21 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 798.78 FEET TO AN ANGLE IN SAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE NORTH 69 DEGREES 00 MINUTES 31 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 595.85 FEET TO THE EAST LINE OF THE WEST HALF OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 17 FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 69 DEGREES 00 MINUTES 31 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 519.22 FEET TO A POINT ON A LINE THAT IS 110.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 16 IN BLOCK 2 IN BOEGER'S SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY (EXCEPT THE EAST 5 CHAINS OF THE NORTH 10 CHAINS, AND EXCEPT THE WEST 166.5 FEET THEREOF) IN SECTION SAID 17; THENCE NORTH 87 DEGREES 28 MINUTES 25 SECONDS EAST ALONG SAID PARALLEL LINE, 177.64 FEET TO THE WEST LINE OF BLOCK 1 IN SAID BOEGER'S SUBDIVISION; THENCE NORTH 02 DEGREES 08 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 1, A DISTANCE OF 29.93 FEET TO THE NORTHWEST CORNER OF LOT 10 IN SAID BOEGER'S SUBDIVISION; THENCE NORTH 87 DEGREES 25 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 10, ALONG SAID NORTH LINE, EXTENDED EAST, ALONG THE NORTH LINE OF LOT 8 IN BLOCK 1 IN SAID BOEGER'S SUBDIVISION AND ALONG THE NORTH LINE OF SAID LOT 8, EXTENDED EAST, 299.92 FEET TO THE AFORESAID EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 02 DEGREES 07 MINUTES 27 SECONDS EAST ALONG SAID EAST LINE, 237.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 15-17-405-001

Address: Vacant - SE corner Oak and N. Railroad, Hillside, IL