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Cook County Recorder 27.00



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Trustee's Deed - Deed in Trust *f/k/a First Colonial Trust Company successor to Colonial Bank

THIS INDENTURE made this 1st day of September, 1999, between *FIRSTAR BANK ILLINOIS, an Illinois Banking Corporation, and duly authorized to accept and execute trusts within the State of Illinois not personally, but solely as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Corporation in pursuance of a certain Trust Agreement dated 16th day of

November, 1963, AND known as Trust Number 2146-C party of the first part and OXFORD BANK and TRUST as Trustee under Trust Agreement No. 757 *

Address of Grantee. 100 W. Lake Street, Addison, Illinois party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of ten and no/hundredths \$10.00 Dollars and other good and valuable considerations in hand paid does hereby convey and quit-claim unto said parties of the second part, the following described real estate situated in Cook County, Illinois, to wit:

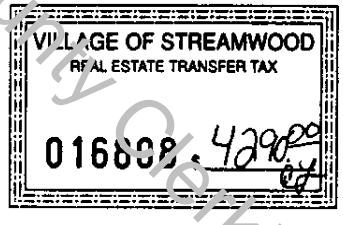
*dated November 15, 1999

Legal Description: See Exhibit "A" attached hereto and made a part thereof

Common address: 490-536 Bartlett Road, Streamwood, Illinois

Permanent Index Number: 06-23-300-029-0000

Subject to: Conditions, covenants and restrictions of record and to current real estate taxes



together with the tenements and appurtenances thereunto belonging. TO HAVE AND TO HOLD THE same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND INCORPORATED HEREIN BY REFERENCE

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers and attested by another of its officers, the day and year first above written.



FIRSTAR BANK ILLINOIS

as Trustee aforesaid, and not personally

Attest: Angela McClain
Angela McClain, Land Trust Officer

By: Norma J. Haworth
Norma J. Haworth, Land Trust Officer

Form FS103 8/96

BOX 333-CTI

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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 contact 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 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 the neither FIRSTAR BANK ILLINOIS, individually or as Trustee, nor its successor of successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 whatsoever 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 and 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 and interest in the earnings avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Firstar Bank Illinois the entire legal and equitable title in fee simple, in and to all of the real estate above described.

COUNTY OF Cook)

) SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that

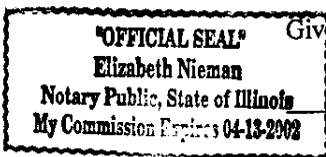
STATE OF ILLINOIS)

Norma J. Haworth, Land Trust Officer

of Firstar Bank Illinois and

Angela McClain, Land Trust Officer

of said corporation, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such officers of said corporation respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee for the uses and purposes, therein set forth and the said Land Trust Officer of said corporation did also then and there acknowledge that he/she as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act of said corporation, as Trustee for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 23rd day of November, 1999.

Elizabeth Nieman
Notary Public

THIS INSTRUMENT PREPARED BY:

Norma J. Haworth

FIRSTAR BANK ILLINOIS
104 NO. OAK PARK AVENUE
OAK PARK, ILLINOIS 60301

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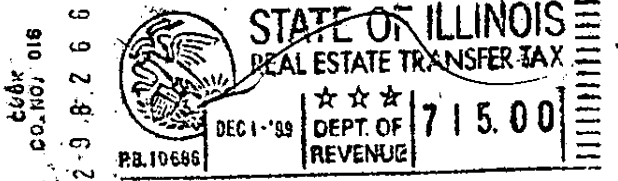
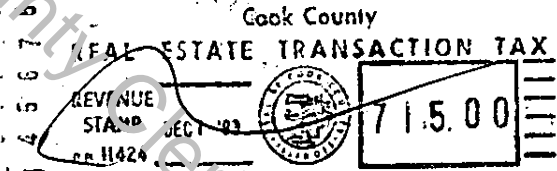
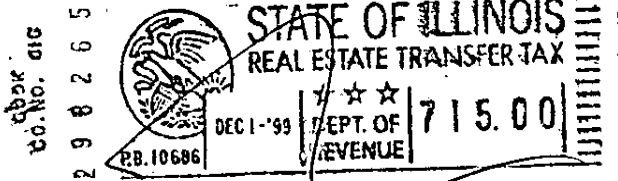
NAME FRANK J. SAVANUD
STREET 810 ARLINGTON HHS RD.
CITY Itasca, Illinois
60142

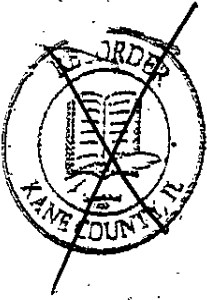
8262750

LEGAL DESCRIPTION RIDER

(Legal description of real estate commonly known as 490-536 Bartlett Rd., Streamwood, Illinois)

That part of the Southwest 1/4 of Section 23, Township 41 North, Range 9 East of the Third Principal Meridian, described as commencing at the Northwest corner of said Southwest 1/4 and running thence South 1 degree, 08 minutes, 50 seconds West, along the West line of said Southwest 1/4, 258.53 feet for a place of beginning; thence 89 degrees, 34 minutes, 07 seconds East, parallel with the North line of said Southwest 1/4, 596.42 feet to the center line of Bartlett Road; thence South 13 degrees, 43 minutes, 35 seconds West, along said center line, 328.65 feet to the North line of Hilltop subdivision, recorded February 13, 1963 as document number 18718416; thence North 89 degrees, 20 minutes, 05 seconds West, along said North line, 524.82 feet to said West line of the Southwest 1/4; thence North 1 degree, 08 minutes, 50 seconds East, along said West line, 317.72 feet to the place of beginning, in Cook County, Illinois.





Lynnda M. Rivers
Kane County Recorder
710 S. Baravia Ave. Bldg. C
Geneva, IL 60134
(630) 232-3835
Fax: 232-3845

PLAT ACT AFFIDAVIT - METES AND BOUNDS DESCRIPTION

State of Illinois)
) ss
County of Kane)

~~FRANCESCO CHILLELLI/LUIGI TENUTA~~

being duly sworn on oath, states that ___ he resides at

And further states that: (please check the appropriate box)

- A. That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or
- B. That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. 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;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. 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;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale is of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

Cook

AFFIANT further states that ___ he makes this affidavit for the purpose of inducing the Recorder of ~~Kane~~ Cook County, Illinois, to accept the attached deed for recording

Signature of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 29 DAY OF November 1999

Signature of Notary Public

