



THIS INDENTURE, made this 25th day of November, 1998 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement, dated the 12th day of July, 1995 and known as Trust Number 300487-06 party of the first part and

(Reserved for Recorders Use Only)

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 1048 W. Lake St., Oak Park, Illinois 60301 as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of November, 1995, and known as Trust Number 300611-05 party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars and No/100ths---- Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 940 S. McKinley, Arlington Heights, Illinois 60005

Property Index Number 03-32-420-037

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 THE REVERSE SIDE 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.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction 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, including the authority to convey directly to the grantee Trustee named herein, 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.

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, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as aforesaid, and not personally,

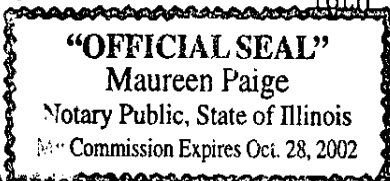
By DENNIS JOHN CARRARA-ASSISTANT VICE PRESIDENT



STATE OF ILLINOIS) I, Maureen Paige, a Notary Public in and for
COUNTY OF COOK) said County, in the State aforesaid, do hereby certify

Dennis John Carrara an officer of American National Bank and Trust Company of Chicago 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 acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 16th day of December, 1999



Maureen Paige
NOTARY PUBLIC

Prepared By: American National Bank & Trust Company of Chicago Maureen Paige
MAIL TO:

UNOFFICIAL COPY

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 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 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 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 real estate or under the provisions of this Deed or said Trust Agreement or any amendment hereto, 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 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.

09173349

STATE TAX

STATE OF ILLINOIS



DEC. 17. 99

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000007796 #

REAL ESTATE
TRANSFER TAX

0008000

FP326669


FP326670

0004000

REAL ESTATE
TRANSFER TAX

0000014704

REVENUE STAMP



DEC. 17. 99

COOK COUNTY
REAL ESTATE TRANSFER TAX

COUNTY TAX

UNOFFICIAL COPY

09173349

LEGAL DESCRIPTION: AN UNDIVIDED 11.10% INTEREST IN:

PARCEL 1: THAT PART OF LOT 1 THROUGH 9, BOTH INCLUSIVE AND THE NORTH 1/2 OF VACATED ALLEY SOUTH OF AND ADJOINING LOT 9 IN BLOCK 24 ALSO THE WEST 1/2 OF VACATED MCKINLEY AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1 THROUGH 9, BOTH INCLUSIVE, AND THE NORTH 1/2 OF SAID VACATED ALLEY ALSO LOTS 33 THROUGH 37, BOTH INCLUSIVE, IN BLOCK 25 AND THE EAST 1/2 OF VACATED MCKINLEY AVENUE LYING WEST OF AND ADJOINING SAID LOTS 33 THROUGH 37, BOTH INCLUSIVE, AND THE WEST 1/2 OF VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 33 TO 37, AND THE SOUTH 1/2 OF VACATED ORCHARD STREET, LYING NORTH OF AND ADJOINING SAID LOT AND LYING NORTH OF AND ADJOINING THE WEST 1/2 OF SAID VACATED ALLEY, ALL IN ARLINGTON HEIGHTS PARK MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY (ILLINOIS WISCONSIN RAILROAD) OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: THAT PART OF THE ABOVE DESCRIBED TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, 325.29 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 8.93 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED LINE, 66.83 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 56.0 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST LINE, 68.83 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 56.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED AUGUST 15, 1976 AND RECORDED FEBRUARY 25, 1977 AS DOCUMENT NUMBER 21831364, FOR THE PURPOSES OF INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 03-32-420-037