## **UNOFFICIAL COPY**

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STATE OF ILLINOIS SS. HEREBY CERTIFY, that ..... James. Tr. Collins. Vice-President and Trust Officer of the Aetna State Bank Assistmat Vice-President - Cachier of said Bank, personally known to me to be the Assistant Vice-President - Suchiar of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Officers, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Vice-President - Guahier did also then and there acknowledge that...bs..., as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as ... bis... own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth. Siben under my hand and Notarial Seal this ... 24th ...... of... My Commission Expires 12-1-76 May 2 10 59 AH '75 \*23509024

SALEM WALK SOUTH

A SHARE THE PARTY OF THE PARTY

Building No. 4

That part of the South 1-2 of the Northeast 1-4 of Section 30. Township 42 North.
Range 12 East of the 3rd Principal Meridian bounded by a line described as follows:
Commencing at a point on a line drawn at right angles to the East line of said
he theast 1-4 through a point on said East line which is 900.28 feet South, as
measured along said East line, of the Northeast corner of the South 1-2 of said
Northe st 1-4, which is 539.85 feet West of the East line of said Northeast 1-4,
as measured along said line drawn at right angles—thence South 53 degrees
38 minutes 20 secons Post—a distance of 63.83—feet the East line of the
South 1-2 of said fortheast 1-4 having on assumed bearing of North-South
thence South 36 degrees 21 minutes 40 seconds East—a distance of 56.0—feet
thence North 36 degrees 36 an ates 20 seconds East—a distance of 63.83—feet
thence North 36 degrees 21 minutes 10 seconds West—a distance of 56.—feet
to the place of beginning. Cook Compt. Illinois.

AS SET FORTH IN THE DECLARATION OF E.S. MENTS COVENANTS RESTRICTIONS AND LIENS MADE BY AETNA STATE BANK AS TUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1973 AND KNOWN AS TRUST NUMBER 10 1840 DATED NOVEMBER 23, 1974 AND RECORDED DECEMBER 10 1.74 AS DOCUMENT 22 930424 AND AS CREATED BY DEED FROM TO AND DATED AND RECORDED AS TO TO AND DATED

Subject to Declaration of Easements and covenants by grantor dated the 23rd day of November A.D., 1974, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. 22930424, which is incorporated herein by reference thereto. Grantor rants to the grantees, their heirs and assigns, as easements appurter in to the premises hereby conveyed the easements created by said Declaration for the benefit of the owners of the parcels of realty herein descriped. Grantor reserves to itself, its successors and assigns, as easements appurtenant to the remaining parcels described in said Declaration, the easements thereby created for the benefit of said remaining parcels described in said Declaration and this conveyance is subject to the said easements and the right of the Grantor to grant said easements in the conveyances and mortgages of said remaining parcels or any of them, and the parties hereto, for themselves, their heirs, successors and assigns, covenant to be bound by the covenants and agreements in said document set forth as covenants running with the land.

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PLAT ACT AFFIDAVIT

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STATE OF ILLINOIS )

COUNTY OF COOK

Aetna State Bank as Trystee under Land Trust Agreement dated Nov. 6, 1973 and known as Trust #10-180 and not personally , being duly sworn on oath, states that xir xxxxixxxxx it is the title holder for property located at#3710 Salem Walk South, Northbrook. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the Islawing reasons:

Said Act is not applicant as the grantors own no adjoining property to the premises described in said deed; -01,-

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

- The division or subdivision of and into parcels or tracts of 5 acres or more in size which does not involve any new streets or casements of access.
- 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. This is a part of recorded plat of subdivision recorded December 10, 1974 as Document #22930424.

  The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- The conveyance of parcels of land or interests therein for use as right of way for railroads or other public tility facilities, which does not involve any new streets coessements of access.
- The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 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.
- Conveyances made to correct descriptions in prior conveyances.
- The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that xive makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Actna State Bank, as Trustee under Land Trust

Agreement dated November 6, 1973 and known as Trust 110-1840 and not personally.

SUBSCRIBED and SWORN to before me By:

This 24th day of April , 1975.

TRUST OFFICER VICE PRESIDENT

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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## **UNOFFICIAL COPY**

It is expressly understood and agreed by a, d between the parties hereto, anything herein to the contrary notwithstanding, that each any ill of the representations, covenants, undertakings and agreements herein made on the part of the Actua State Bank, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, many and intended not as personal representations, covenants, undertakings and agreements by the A ina State Bank, Trustee, or left the purpose or with the intention of hinding said Trustee previoually but are made and inhelded to the purpose of binding only that portion of the trust expertically described hippin, and this instrument is exceuted and delivered by said Actua State Bank, Trustee, not mits own right, but solely in the exercise of the powers conferred, wait as such Trustee; and that no personal liability or personal responsibility is assumed by ner shall at any time be asserted or enforceable against the Actua State Bank, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument on account of any representation, covenant, undertaking or agreement of the said Actua State Bank. Trustee, in this instrument contained, either expressed or in mich, all such bersonal liability, if any, being expressly waived and released.

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VIEWERLECHNIEDE DOCUMENT