

85 281 736
UNOFFICIAL COPY

This Indenture Witnesseth, That the Grantor, THE STATE

BANK OF WOODSTOCK, a duly organized Trust Company, organized and existing under the laws of the State of Illinois, as Trustee under the provisions of a Trust Agreement dated November 9, 1978 and known as Trust Number 2740 and having its business office of the County of McHenry and State of Illinois, for and in consideration

COOK CO. NO. 016
2 6 8 1 1 9

of the sum of Ten and No/100 Dollars (\$ 10.00)

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Warrants unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and existing as a national banking association 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 9th day of October 1985, and known as Trust Number 16531653

the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 348 in Ivy Hill Subdivision, Unit Number 8, being a Subdivision part of the South $\frac{1}{2}$ of the North East $\frac{1}{4}$ of Section 17, Township 42 North Range 11 East of the Third Principal Meridian in the Village of Ar Heights, in Cook County, Illinois***
Commonly known as 2323 North Douglas, Dr. Arlington Heights, 60004
SUBJECT TO General Taxes 1985 and subsequent years, easements, conditions, restrictions and of record. P.T.I.N. 03-17-204-060-0000

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NOV 14 1985
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
NOV 14 1985
7:30 PM

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 defend said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide 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 grant 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 lease to commence in present or in future, and upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof, to extend leases upon any terms and for any period or periods of time, 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 rascemments pertaining 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 otherwise disposed of 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 by 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, capacity 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 conclusively 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 successor in trust, that such successor or successor in trust has been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the said Trustee in trust.

This conveyance is made upon the express understanding and condition that neither The First National Bank of Des Plaines, individually or as Trustee, nor any successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done or by or for 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 Trust 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 in far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All proceeds and corporations whatsoever and whatsoever shall be charged with notice of this condition to 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 therefrom as aforesaid, the intention hereof being to vest in said First National Bank of Des Plaines 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 of 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.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all laws of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

This conveyance is executed pursuant to the power and authority given to the Trustee in said Trust Agreement and every other power and authority it heretofore enabling

Dated This 9th Day of October, 1985.

In Testimony Whereof, the said The State Bank of Woodstock, duly organized Trust Company, Woodstock, Illinois as Trustee as aforesaid hath heretofore caused its corporate seal to be affixed, and these presents to be signed by John M. Euard its President and attested by Donald P. Witty, its Trust Officer

1st day of November, A. D. 1985

THE STATE BANK OF WOODSTOCK
AS TRUSTEE AS AFORESAID

By John M. Euard President

Attest: Donald P. Witty Trust Officer

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RECEIVED
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REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
NOV 14 1985
7:30 PM
CANCELED
Cook County
REAL ESTATE TRANSACTION TAX

2750-1e-2

70.67

#4-242-4

Deed # 95-21-054

Trustee's Deed

No. _____
THE STATE BANK OF WOODSTOCK
A CORPORATION, ETC.
AS TRUSTEE
To _____

STATE OF ILLINOIS,) ss. No. _____
MCHENRY COUNTY,)

This instrument was filed for record in the Recorder's Office of _____ County
_____ day of _____
_____ 19____ at _____
o'clock _____ M. and recorded in
Book _____ of _____ on Page _____
RECORDED

UNOFFICIAL COPY

After Recording Please Mail to:
Mortgage Department
First National Bank of Des Plaines
701 Lee Street
Des Plaines, Illinois 60016

Property of Cook County Clerk's Office

NOV 14 AM 11:43
COOK COUNTY CLERK'S OFFICE

89281736

THIS INSTRUMENT PREPARED BY: Stephen R. Murray
555 East Golf Road
Arlington Heights, Illinois 60005

I, the undersigned, _____ Lou A. Harlette
a Notary Public in and for and residing in the said County in the State of Illinois, Do hereby Certify that
John M. Euard _____ personally known to me to be the President of the State Bank of
Woodstock, Woodstock, Illinois and Donald P. Wittey _____ personally known to me to be the
Trust Officer of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such President and Trust Officer, they signed and delivered the
said instrument of writing as President and Trust Officer of said Corporation, and caused the seal of said Corporation
to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and
voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set
forth.
Given under my hand and notarial seal, this _____ 1st day of November _____ A. D. 1985
Lou A. Harlette
Notary Public

RECORDED

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