

UNOFFICIAL COPY

TRUSTEE'S DEED

85563018

Gary-Wheaton Bank, a corporation of Illinois, as trustee under the provisions of a deed or deeds in trust and pursuant to a trust agreement dated the 17th day of October, 1986, and known as Trust No. 7522, Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto Colonial Bank & Trust Company, as trustee, whose address is 5850 W. Belmont Ave., Chicago, IL 60634 under Trust No. 1076 dated November 12, 1986, Grantee, not as tenants in common, but as joint tenants, the following described real estate, to-wit:

THAT PART OF THE EAST 974.16 FEET OF THE NORTH 1815 FEET OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 10 ACRES THEREOF, AND SOUTHERLY OF THE CENTER LINE OF VOLTZ ROAD (EXCEPT THE EAST 396.04 FEET OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

Commonly known as: 425 Voltz Rd., Northbrook, Il

This transfer exempt under the provisions of Paragraph E, Section 4, Real Estate Transfer Act.

Barbara D. Bernadine
11-25-86

This Mesne conveyance is made for the purpose of conveying title to this real estate from one Illinois land trust to another, and for no other purpose.

P.I.N. 04-14-200-006
P.I.N. 04-14-200-005

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in Grantor by the terms of said deed or deeds in trust, pursuant to the trust agreement above mentioned. This deed is subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date hereof.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Trust Officer and attested by its Vice President

Dated: November 17, 1986

Gary-Wheaton Bank
As Trustee as Aforesaid,
Grantor

By Judith Enos
Judith Enos, Trust Officer

Attest:

Douglas G. Eyles, Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

85563018

On November 24, 1986 the foregoing instrument was acknowledged before me by

Judith Enos, Trust Officer

of Gary-Wheaton Bank, an Illinois corporation and by Douglas G. Eyles,
Vice President of said Bank, who affixed the seal of said Bank, all on behalf of said Bank.

Send Subsequent tax bills to:

Harold A. Reskin
679 W. North Avenue
Elmhurst, IL 60126

Carolyn B. Kachlik
Carolyn B. Kachlik, Notary Public

My Commission Expires:

3-21-89

This instrument prepared by:
Bruce M. Hershman
Midland Enterprises, Inc.
679 W. North Avenue
Elmhurst, IL 60126

This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. The powers and authority conferred upon said trust grantee are recited and incorporated on the reverse hereof.

Return to: Box 63

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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 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 including deeds conveying directly to a Trust Grantee, to convey said real estate or any part thereof to 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 present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single devise the term of 99 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 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 or assign or charges of any kind, to release, convey or assign any right, title or interest in or about or 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, 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 was 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 the, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Colonial Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything if 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 assumed 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 Colonial Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all 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.

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.

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County Clerk's Office

COOK COUNTY RECORDER

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