

UNOFFICIAL COPY

86048376

This Indenture Witnesseth, That the Grantor, JOHN

CONATSER, General Partner of Turtle Creek Partners, a Limited Partnership,

of the County of Cook and State of Illinois, for and in consideration 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, Convey S and Warrant S 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 the fifteenth day of August 19 77, and known as Trust Number 76041989

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

COMMONLY KNOWN AS: 9700 & 9800 Bianco Terrace, Des Plaines, Ill. 60016
Unit 72 - Permanent Index #09-10-301-072-1072
Unit 128 - Permanent Index #09-10-301-072-1128
Unit 170 - Permanent Index #09-10-301-072-1170
Unit 176 - Permanent Index #09-10-301-072-1176
Unit 204 - Permanent Index #09-10-301-072-1204
Unit 218 - Permanent Index #09-10-301-072-1218

12.00

FEB 03 '86 70-34 344 J

SUBJECT TO covenants, conditions, easements and restrictions of record

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 of 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 leave said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 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 appertaining 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, made at the time of the delivery thereof of 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 and 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 The First National Bank of Des Plaines, 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 thereof, 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 in 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 the earnings, avails and proceeds thereof 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 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal, this 30 day of January 19 86.

JOHN CONATSER, General Partner of Turtle Creek Partners, A Limited Partnership
[SEAL] JOHN CONATSER [SEAL]

This document prepared by: P. Mizock, 1490 Minor St., Des Plaines, Ill.

Property not located in the corporate limits of Des Plaines. Deed or instrument not subject to transfer tax.
Attest: 1/30/86
City of Des Plaines
I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph 5, Section 4, of the Real Estate Transfer Tax Act.

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TRUST NO. _____

2-11-87 11:05 AM

Deed in Trust

WARRANTY DEED

MAIL to

THE FIRST NATIONAL BANK
OF DES PLAINES
701 Lee Street
Des Plaines, Illinois 60016
TRUSTEE

BOX 888-JH

J.

Property of Cook County Clerk's Office

86048376

STATE OF ILLINOIS }
 COUNTY OF COOK }
 SS. }
 I, PHILLIP P. MIZOCK
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that
 JOHN CONATSER, General Partner of Turtle Creek
 Partners, a limited Partnership
 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 he signed, sealed and delivered the said instrument
 as his free and voluntary act, for the uses and purposes therein set forth,
 including the release and waiver of the right of homestead.
 Given under my hand and Notarial Seal this _____ day of _____
 January _____ A. D. 1986

 My commission expires July 17, 1987

 Notary Public.

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~~PARCELS~~ UNITS 72, 128, 170, 176, 204 AND 210 AS DELINEATED ON SURVEY OF A PART OF THE EAST 1/4 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FIRST ARLINGTON NATIONAL BANK OF ARLINGTON HEIGHTS, ILLINOIS, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1972 KNOWN AS TRUST NUMBER A-227 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 31, 1972 AS DOCUMENT 2192022; AS AMENDED FROM TIME TO TIME; TOGETHER WITH THEIR PERCENTAGE INTERESTS OF THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGES SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED THEREBY

ALSO

GRANTOR GRANTS TO THE GRANTEE ITS, SUCCESSORS AND ASSIGNS, AS EASEMENTS APPURTENANT TO ABOVE DESCRIBED REAL ESTATE, AND FOR THE BENEFIT OF PARCEL AS SET FORTH IN DECLARATION AND GRANT OF EASEMENTS DATED APRIL 25, 1972 AND RECORDED MAY 8, 1972 AS DOCUMENT 21892967 AND GRANTOR MAKES THIS CONVEYANCE SUBJECT TO THE EASEMENTS THEREBY RESERVED FOR THE BENEFIT OF ADJACENT PARCELS, WHICH IS INCORPORATED THEREIN BY REFERENCE THERETO FOR THE BENEFIT OF THE REAL ESTATE ABOVE DESCRIBED AND ADJACENT PARCELS; AS SET FORTH IN DEEDS FROM FIRST ARLINGTON NATIONAL BANK OF ARLINGTON HEIGHTS, ILLINOIS AS TRUSTEE UNDER TRUST NUMBER A-227 TO CATHERINE TALAND DATED JUNE 19, 1974 AND RECORDED JUNE 27, 1974 AS DOCUMENT 22765008 AND DATED OCTOBER 8, 1974 AND RECORDED NOVEMBER 21, 1974 AS DOCUMENT 22913829; TO JFANNE M. STEINBACH DATED JULY 17, 1974 AND RECORDED JULY 30, 1974 AS DOCUMENT 22797502; TO CATHERINE TALAND, NOMINEE, AND TO CITIZENS BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 66-2406, DATED JUNE 19, 1974 AND RECORDED JUNE 27, 1974 AS DOCUMENT 22765008; TO CATHERINE TALAND DATED OCTOBER 8, 1974 AND RECORDED NOVEMBER 21, 1974 AS DOCUMENT 22913879 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

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