

This Indenture Witnesseth, That the Grantor THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation,

of the County of \_\_\_\_\_ and the State of \_\_\_\_\_ for and in consideration of Ten and No/100 Dollars (\$10.00)

does remise, release, alien and convey and other good and valuable consideration in hand paid, unto BANK OF ELK GROVE, an Illinois State Bank, 100 East Higgins Road, Elk Grove Village, Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 30 day of June 19 86 known as Trust Number 2464 the following described real estate in the County of Cook and State of Illinois, to-wit:

See Exhibit A attached hereto and made a part hereof.

\*now known as USAmeribanc/Elk Grove

THE WARRANTY CONTAINED HEREIN IS ONLY AS TO PERSONS LAWFULLY CLAIMING THE REAL ESTATE DESCRIBED ON EXHIBIT A, OR ANY PART THEREOF, BY, THROUGH OR UNDER GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT NOT OTHERWISE.

Address: 165 Martin Lane, Elk Grove Village, Illinois

Permanent Real Estate Index No. 08-22-301-037-0000

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, 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 demise 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 property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 trust conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 cases 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 its hand and seal this

25th day of July 1986

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation

By: [Signature] ATTORNEY-IN-FACT

This instrument was prepared by:

John A. Goldstein, Katten, Muchin, Zavis, Pearl, Greenberger & Galler, 525 W. Monroe Street, Chicago, Illinois 60606

BOX 888-IV

3

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE AUG-1-86 247.50

12.00

REAL ESTATE TRANSACTION TAX Cook County 247.50

70-64-499-D

86330374

# UNOFFICIAL COPY

## Deed in Trust

WARRANTY DEED

### ADDRESS OF PROPERTY

165 Martin Lane

Elk Grove Village, Illinois 60007

### Bank of Elk Grove

TRUSTEE

100 East Higgins Road

ELK GROVE VILLAGE, ILLINOIS 60007

(18-44)

Property of Cook County Clerk's Office

863303374

863303374

1988 MAY - 1 PM 3:00

My Commission Expires May 19, 1988

Notary Public

\_\_\_\_\_ day of \_\_\_\_\_ A.D. 1988

GIVEN under my hand \_\_\_\_\_ and this

the release and waiver of the right of homestead.

\_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including

that \_\_\_\_\_ signed, sealed and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged

personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ is

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notary Public in and for said County, in the State aforesaid, do hereby certify that

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

UNOFFICIAL COPY

8 6 3 3 0 3 7 4

EXHIBIT A

Legal Description

LOT 2 IN FENEGAN SUBDIVISION, UNIT 4 BEING A RESUBDIVISION OF LOT 9 IN MAYFAIR INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED MAY 31, 1974 AS DOCUMENT 22734121.

Property of Cook County Clerk's Office

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