

UNOFFICIAL COPY

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This Indenture, Made this 15th day of December, 1985

between Bartlett Bank and Trust Company of Bartlett, Illinois, a state banking association duly authorized by the Statutes of Illinois to execute trusts, as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said company in pursuance of a trust agreement dated the 5th day of September, 1980, and known as Trust Number 80-27, party of the first part, and PALATINE NATIONAL BANK, as Successor Trustee, u/c/a 4739-B dated September 5, 1980
50 N. Brockway, Palatine, Illinois, 60067

of Cook County, Illinois, party of the second part.

Witnesseth, That said party of the first part, in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Unit C in Building 34 together with its undivided 1.5329 percent interest in the common elements in Bartlett Green Condominium No. 4 as delineated and defined in the Declaration recorded as Doc. No. 22061019 in South West 1/4 of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #06-35-310-008-1005 F.A.

SUBJECT TO: Covenants, conditions and restrictions of record.

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, REAL ESTATE TRANSFER TAX ACT.

9-7-84 [Signature] Date Buyer, Seller, Representative

together with the tenements and appurtenances thereunto belonging.

To Have and to Hold the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

THIS DEED IS BEING RECORDED FOR THE SOLE PURPOSE OF TRANSFERRING THE TRUST TO THE SUCCESSOR TRUSTEE. THE BENEFICIAL INTEREST IS TO REMAIN THE SAME ACCORDING TO THE SUBURBAN BANK OF BARTLETT TRUST.

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. SEE RIDER ATTACHED.

This deed is executed by the Bartlett Bank and Trust Company, not personally but as Trustee as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made 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 of the delivery hereof. Bartlett Bank and Trust Company warrants that it possesses full power and authority to execute this instrument.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President Trust Officer and attested by its VP/Cashier the day and year first above written.

BARTLETT BANK AND TRUST COMPANY
As Trustee as aforesaid, and not personally.

By [Signature] Trust Officer

Attest: [Signature]

86398203

DEED

Bartlett Bank and Trust Company
As Trustee under Trust Agreement

TO

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BARTLETT BANK
AND TRUST COMPANY
335 S. Main Street
Bartlett, Illinois 60103

BANK PRINT, INC.
14-380

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DEPT-01 RECORDING \$12.25
TRON 09/08/86 09:45:00
#1507, # D 1-84-398203
COOK COUNTY RECORDER

Mail Tax Bills to Grantees



Palatine, IL 60067

50 N. Brockway

Palatine National Bank

Mail recorded deed to

Bartlett, IL 60103

335 South Main Street

Suburban Bank of Bartlett

Matt M. Hill, President

This Deed prepared by

Notary Public

Brian R. Donohue

of August 1986

Witness under my hand and Notarial Seal this 7th day

Instrument as her own free and voluntary act, and as the free and volun-

did also then and there acknowledge that she as custodian of the corpor-

therein set forth; and the said Vice President/Cashier

act, and as the free and voluntary act of said Bank, for the uses and purposes

they signed and delivered the said instrument as their own free and voluntary

respectively, appeared before me this day in person and acknowledged that

such President Trust Officer and VP/Cashier

the same persons whose names are subscribed to the foregoing instrument as

of said Bank, personally known to me to be

and Patricia Cecil, Vice President/Cashier

Trust Officer of the BARTLETT BANK AND TRUST COMPANY,

HEREBY CERTIFY that Matt M. Hill, President

Notary Public, in and for said County, in the State aforesaid, DO

the undersigned

State of Illinois, ss. COUNTY OF Kane

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the undersigned

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TRUSTEES attached to Trustee's Deed dated September 5, 1980 of
SUNSHINE BANK OF BARTLETT, f/k/a Bartlett Bank and Trust Company,
as trustee under the provisions of a deed or deeds in trust, duly
read and delivered to said county in pursuance of a Trust
Agreement dated the 5th day of September, 1980
and known as Trust Number 80-27 to FALATING NATIONAL BANK, as
Successor Trustee under Trust Agreement dated September 5, 1980
and known as Trust Number 4739-B.

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 AS FOLLOWS:

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisions of part thereof, and to redivide said property as often as deemed, to contract to sell, to grant options to purchase to sell or on any terms, to convey either with or without consideration, to convey and premises or any part thereof to a successor or successors of 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 run for any term or terms, 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 property, or any part thereof, for other real or personal property, to grant easement or charges of any kind, to release, convey or assent any right, title or interest in or about or incidental 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 execution of any purchase money, rent, or money borrowed or advanced on said premises, or be obligated to see that the terms of this trust have been complied with, or be obliged to acquire upon the necessity or expediency of any act of said trustee, or be obliged or privileged to acquire 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 trusts, conditions and limitations contained in this indenture and in said trust agreement; or in some amendment thereof and binding upon all beneficiaries thereof; (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 her 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, profits 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, profits 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 not in the certificate of title or duplicate thereof, or hereafter, 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.

Clark County Clerk's Office

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