

UNOFFICIAL COPY

TRUSTEE'S DEED IN TRUST

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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 25th day of November, 1985, and known as Trust No. 7301, 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 American National Bank and Trust Company of Chicago, a National Banking Association whose address is 33 North LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement dated the whose address is 1st day of September, 1987 and known as Trust 103215-03, the following described real estate in the County of Cook and State of Illinois, to wit:

Unit Number 13-5 in the Hamptons Townhome Condominium as delineated on a survey of the following described real estate: That part of the Northeast quarter of Section 26, Township 41 North, Range 10, East of the Third Principal Meridian, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 27269141 together with its undivided percentage interest in common elements in Cook County, Illinois.

Exempt under Real Estate Transfer Tax Act Sec. 4

Par. 2 & Cook County Ord. 95104 Par. E

Date 9-21-87 Sign. Charles J. [Signature]

PROPERTY ADDRESS: Unit 13-5, 1845 Pebble Beach Circle
Elk Grove Village, Illinois

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TO HAVE AND TO HOLD that real estate, with the appurtenances upon the trusts and for the uses and purposes herein and in such Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to deal with all or any part of the property and the title thereto in any fashion or form whatsoever, without restriction or qualification of any kind.

In no case shall any party dealing with the Trustee in relation to said premises, or to whom the premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent or money lent 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.

Every deed, trust deed, mortgage, lease or other document (collectively "document") executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying thereon that (a) at the time of the delivery thereof the trust created by this Deed in Trust and by said Trust Agreement was in full force and effect, (b) such document was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereof, (c) the Trustee was duly authorized and empowered to execute and deliver such document 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 any predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Gary Wheaton Bank, 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 in 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, obligations 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 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 of record of this Deed.

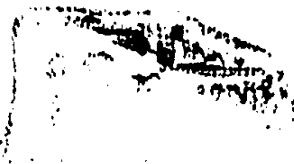
The interest of any beneficiary from time to time hereunder shall be only in the earnings, avails or proceeds of sale of the real estate. Such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in the earnings, avails and proceeds thereof as aforesaid.

Grantor releases and waives any and all rights in said real estate under the homestead exemption laws of Illinois.

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: September 2, 1987



Gary Wheaton Bank
As Trustee as Aforesaid,

By [Signature]
Jerome M. Avner, Vice President

Attest [Signature]
Ruth M. Bowen, Vice President

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