

TRUSTEE'S DIED IN TRUST

The above space for recorders use only

FORM 9835

THIS INDENTURE, made this 30th day of JULY, 1987, between

PIONEER BANK & TRUST COMPANY, of 4000 W. North, Chicago, IL 60639

duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee

under the provisions of a deed or deeds in trust duly recorded and delivered to said banking

association in pursuance of a certain Trust Agreement, dated the 11th day of JUNE, 1954, and known as Trust Number 9706

party of the first part, and HARRIS BANK HINSDALE, banking association whose address is: 50 South Lincoln, Hinsdale, IL, as Trustee

under the provisions of a certain Trust Agreement, dated, the 27th day of JULY, 1987, and known as Trust Number L1660

WITNESSETH, that said party of the first part, in consideration of the sum of \$10.00

Ten and no 100's Dollars, and other good and valuable

considerations in hand paid, does hereby convey and quit-claim unto said party of the second part

following described real-estate, situated in COOK County, Illinois, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A

PART THEREOF BY REFERENCE

1400

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 OCT - 6 PM 2:39

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STATE OF ILLINOIS Cook County 87542224

07 987-46-69

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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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

The said grantor hereby expressly waives and releases any and all rights of homestead and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale or execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to the direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

PIONEER BANK AND TRUST COMPANY

By [Signature] VICE PRESIDENT

Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS) SS. COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the PIONEER BANK & TRUST COMPANY

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Grantor for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that purposes therein set forth; and the said Assistant Secretary, as custodian of the corporate seal of said Grantor caused the corporate seal of said Grantor to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Grantor for the uses and purposes therein set forth.

THIS INSTRUMENT PREPARED BY: Barbara A. Clevenger Pioneer Bank & Trust Co 4000 W. North Avenue Chicago, IL 60639

OFFICIAL SEAL SHARON JACKSON Notary Public, State of Illinois My Commission Expires 10.9.90

Date July 30, 1987 Notary Public [Signature]

mail to: Harris Bank Hinsdale 50 South Lincoln Hinsdale IL 60521 BOX 333-CC-W

For information only insert street address of above described property.

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Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to lay out, grade, pave, 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, 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 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 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 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 easement 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, 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, (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 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National 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, 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 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 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 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 American National Bank and Trust Company of Chicago the entire legal and equitable title 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.

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Legal Description:

That part of the West 1/2 of the Northwest 1/4 of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian bounded and described as follows: Beginning at the Northwest corner of said Section 33; and running thence East along the North line of said Section 33, being also the center line of Wise Road, 1339.5 feet to the East line of said West 1/2 of the Northwest 1/4 of said Section 33; thence South parallel with the West line of said Section 33, 440.16 feet to an iron pipe; thence West parallel with said North line of said Section 33, 1336.67 feet to the West line of said Section 33, being the center of Rodenburg Road; thence North along said West line of Section 33, being the center of Rodenburg Road, 440.16 feet to the place of beginning in Cook County, Illinois, except those parts thereof falling within the rights-of-way of Wise Road and Rodenburg Road, and excepting therefrom that part thereof described as follows: Commencing at the Northwest corner of said Section 33 and running thence South 1 degree West along the West line of said Section 33, 489.06 feet to the South line of the North 15 acres of said West 1/2 of the Northwest 1/4 for a point of beginning; thence North 1 degree East along the Section line 48.9 feet; thence North 88 and 1/4 degrees East parallel with the North line of said Section 33, 1336.67 feet to the East line of the West 1/2 of the Northwest 1/4 of said Section 33; thence South along said line 48.9 feet to the South line of the North 15 acres of the said West 1/2 of the Northwest 1/4; thence South 88 and 1/4 degrees West along said line, 1336.5 feet to the point of beginning. (1)

Property Address: 1201 Rodenburg Road, Schaumburg, Illinois, 60193

PIN: 07-33-100-004 *x*

SUBJECT ONLY TO: General real estate taxes for 1986 and subsequent years; Rights of way for drainage ditches and drain tiles, feeders, laterals and other underground conduit; Rights of the Public, the State of Illinois and the municipality in and to that part of the subject real estate, if any, falling within the rights of way of Wise Road and Rodenburg Road; Utility easements of record or whose existence is indicated by the location of utility poles, fire hydrants, manhole covers and similar items; Drainage assessments, drainage taxes, water rentals and water taxes; Rights of tenant Ralph Rosenwinkel under an existing written farm lease expiring February 28, 1988; Acts done or suffered by or judgments against Grantee or those claiming by, through or under Grantee; Matters set forth in special exceptions 8 and 12 contained in Chicago Title Insurance Company Commitment No. 69 94 786.

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Attached to Promised Deed

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Edward S. Mraz, being duly sworn on oath, states that he resides at 290 Park Lane, Roselle, Illinois. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
-OR-
the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or Conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.

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CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Edward S. Mraz

SUBSCRIBED and SWORN to before me this 30th day of July, 1957.

James H. Chappell
NOTARY PUBLIC

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CHADWICK DE LAZAR

MINUTES TO STATE

ROOM 100 11/1/00

11/1/00

Property of Cook County Clerk's Office

8/11/2000

