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OUR PROPERTY AND

DOCUMENT NUMBER

29057278

8'33TEURT

DEED IN TRUST

87573062 1987 OCT 23 PN 3: O7

The above space for recorders use only

()C(U)C(L 1987, between

Lyona Savinga, a Federal Savinga and toan Association * THIS INDENTURE, made this 16th

of a deed or deeds in trust duly recorded and delivered to said federally chartered financial institution, in pursuance of a anolatoria to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions

party of the first parts. october:

and known as Trust Number 23rdcertain Trust Agreement, dated the

a lo anutaivorq 511 r 5 bru 95 tatri T aa

etitain Trust Agreement, dated the **५२९** र State Bank of Antioch

mwond bna, 78 e1, To yah October

party of the second part.

ra Trust Number

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

This and the following and other good and quit-claim unio said parity of the second part, the following described

County, Illinois, to wit:

TECAL DESCRIPTION SEE ATTACHED ul baleulte jafetta feat 71-40-617-02

STO-008-80-LO PUP 900-707-LO-LO #NId

(E 190 (E 190) 00008 AUTHOR MINIMA MINIMA พิติเบอร์ทภัฐเ ฮาคาอธ ปลรล Cook County

140461318 · /Vi Brackis/Ai 医ISUSI AMIN A CHONITH HO BLYLS

DIRECTLY TO THE TRUST GRANTEE NAVIO HEREIN. THIS CONVEYANCE IS MADE PURE PART TO DIRECTION AND WITH AUTHORITY TO CONVEY

THE THRMS AND CONDITIONS APPLASING ON THE REVENSES SECTION THIS INSTRUMENT ARCHARDS A FART HEREOPE. Trust Agreement set forth. TO HAVE AND TO HOLD the said real catate with the appurionance, upon the trusts, and for the uses and purposes fretain and in said dethet with the tenements and appurtenances thereunto belongit e.

And the sulfully purely conversely waives and return or create the states. But, or benefits under any and all statutes of the sulful withing the sulful of any waives and releases any and all implies or the under and by virtue of any and all statutes of the wine. And the sulful or versiption or homewhat the acceptant from sale on a ceretify of oliviwhs.

This deed is executed by the party of the first part, as Trustee, as eleterally contents of the party of the terms of the first farmed sulful further sulfortity in convex due of the first farmed sulful for the terms of the first farmed sulful further sulfortity in convex due of the Truster grantee name therein, and the pass and the sulfortity thereined in and county.

IN WITHERS WHEREOUTH IS the Cleantor the Createst the instance of sale, if any, recorded or registered in and county.

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IN WITHERS WHEREOUTH IS the Cleantor the Cleanton of the Createst the sulface of the the sulface of the the county of the first of the Cleanton of the Cle

. <u>Lyons Savings r Bedenal Savings and Loan</u> 24 flustes, as aforesald, and perparally,

COUNTY OF COOK STATE OF ILLINOIS

Litte undersigned, a Notary Public in and for the County and State aforeauld, DO HEREIS CERTIFY, that the abs senamed (Executive) (Assistant) (Vice President) (Trust Officer) of

bide string of the detaily chartered flushed in the interior, personal physical for bed seme personal by chartered flushed in the solution. Omnin, which is to be directly chartered the many chartered the

corporation for the treatment of propose a treatment of the collection of the corporate seed of seid illinois banking corporate seed of seid illinois banking of the corporate seed of seid of of

Motary Public JOLLICIVE SEVE. M. 333 x1/2

Marilyn D. Marsh - Attornoy 450 W. 55th Street, Countryside, THE GRANT THEMODOR Ashiqua noladininio SkM

Parcel I - Poplar Croek

YTHEONY TO BERNOOM

THE TICKL PURPOSES ONLY

2651 STINS LA SALLE Walley (No. Medical) MAIL TO! MOUNT KESCA Julie M. Heinz Notary Public, State of lithnois ty Commission Explose 3/10/00 140分子

Savings Bank

0247/147

ON RECORDERS OFFICE BOX NO

BEC FORM \$00320 *E/K/a Lyong Enderst Ut ust

80 O1

COOK COUNTY, ILLINOIS

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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 dedicate parks, 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 Trust squared to dedicate to mortgage, pledge or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesents or in futuro, and upon any terms and for any period or periods or time, not exceeding in the case of any single demise the term of 198; cars, 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 larty dealing with said Trustee, or any successor in trust, in relation to said real estate, or: to whom said real sutate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor if trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said , salestate, 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 Prustee or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of avery person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance. I as 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 accordence with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in (ii) smendments 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, mortgige or other instrument and (d) if the conveyance is made to a suggessor or suggessors in trust, that such successor are locessors in trust have been properly appointed and are fully vosted with all the title, estate, rights, powers suthorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither. FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, individually or as Trustee, notify 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 inder 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 reay be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-independent into by it in the name of such purposes, or at the election of the Trustee, in its own name, as Trustee of any 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 why movever 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 other other 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 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.

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RECORDER AFFIDAVIT – METES AND BOUNDS

STATE OF ILLINOIS COUNTY OF DU PAGE			66
COUNTY OF	DU	PAGE	90

		DOCUMENT NO.:
	Thomas F. Kearney being one of the one of the venture-partners of POPLAR CREEK	JOINT VENTURE heing duly sworp on
08	with states thatxmaxxexxxexxx rise venture's by Hinsdale, Illicois	That the attached deed is not in violation
of	f Section 1 of Chapter 202 of the Illinois Revised Statutes f	or one of the following reasons:
1.	. The division or subdivision of land is into parcels or linew streets or easements of access	tracts of five acres or more in size which does not involve any
2.	The division is of lots or blocks of less than one acresticeets or easements of access.	e in any recorded subdivision which does not involve any new
3.	. The sale or exchange of parcels of land is between own	ers of adjoining and contiguous land.
4.	The conveyance is of parcels of land or interests the facilities, which does not involve any new streets or eas	rein for use as right of way for railroads or other public utility ements of access
5.	The conveyance is of land owned by a railroad or other polyacess	public utility which does not involve any new streets or easements
j .	The conveyance is of land for highway or other public of land for public use or instruments relating to the vacal	purposes or grants or conveyances relating to the dedication tion of land impressed with a public use.
,	The conveyance is made to correct descriptions in prior of	conveyances
).	The sale or exchange is of parcels or tracts of land for parcel or tract of land existing on July 17, 1959 and not in	ollowing the division into no more than two parts of a particular involving any new streets or eaternents of access.
).	tract having been determined by the dimensions and	a larger tract, the dimensions and configurations of said larger configuration of said larger tract on October 1, 1973, and for tract having taken place since October 1, 1973 and a surveyor.
0	The conveyance is of land described in the same manner	r as title was taken by grantor(s).
Н	HE APPLICABLE STATEMENT OR STATEMENTS A	BOVE ARE CIRCLED.
	FFIANT further states thathe makes this affidavit to nois, to accept the attached deed for recording.	for the purpose of inducing the Recorder of POPLAR CREEK JOINT VENTURE
•••		BY: Century Universal Enterprises, Inc., a venture-partner
		BY
U	JBSCRIBED AND SWORN TO before me	Ith! Vice Paus, alent
) i q	5 16 th day of October , 19 87	"OFFICIAL SEAL"
<u>.</u>		Julie M. Heinz
_`	Quici m /de: Notary Public	Notary Public, State of Illinois My Commission Expires 3/18/88
		The state of the s

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LEGAL DESCRIPTION

PARCEL "J": THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 7 AND OF THE SOUTHWEST 1/4 OF SECTION 8, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 86 DEGREES 57 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 718.21 FEET TO THE SOUTHWEST CORNER OF MOON LAKE BOULEVARD, AS DEDICATED FOR PUBLIC STREET PER PLAT THEREOF RECORDED JANUARY 11, 1973 PER DOCUMENT NO. 221 84 530; THENCE IN A NORTHERLY DIRECTION ALONG THE WESTERLY LINES OF MOON LAKE BOULEVARD, AFORESAID, THE FOLLOWING EIGHT COURSES OR

CURVES AND DISTANCES:

- NORTH 3 DEGREES 28 MINUTES 54 SECONDS WEST, A DISTANCE OF 106.19 FFER TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE BEING CONVEX TO THE WEST, HAVING A RADIUS OF 390 FEET, THE CHORD THEREOF BAVING A BEARING OF NORTH 7 DEGREES 13 MINUTES 48 SECONDS EAST AND A LENGTH OF 144.97 FEET, AN ARC-DISTANCE OF 145.82 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 17 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 136.32 FEET TO A POINT OF CURVATURE; (4) THENCE NORTHERLY ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE EAST, MAVING A RADIUS OF 335 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 7 DEGREES 07 MINUTES 53 SECONDS EAST AND A LENGTH OF 125.66 FEET, AN ARC-DISTANCE OF 126.41 FEET TO THE PLACE OF BEGINNING AND THE MOST EASTERLY CORNER OF PARCEL "C" AS SHOWN ON PLAT OF EASEMENTS FOR OPEN SPACES RECORDED APRIL 24, 1973 PER DOCUMENT NO. 222 99 742; (5) THENCE CONTINUING NORTHWESTERLY ALONG AN ARC OF LAST DESCRIBED CIRCLE BEING CONVEX TO THE NORTHEAST, HAVING SAID RADIUS OF 335 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 26 DEGREES 31 MINUTES 48 SECONDS WEST AND A LENGTH OF 260.19 FEET, AN ARC-DISTANCE OF 267.22 FEET TO A POINT OF TANGENCY; (6) THENCE NORTH 49 DEGREES 22 MINUTES 53 SECONDS WEST, A DISTANCE OF 362.69 FEET TO A POINT OF CURVATURE; (7) THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE NORTHEAST, BAVING A RADIUS OF 785 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 56 DEGREES 18 MINUTES 49 SECONDS WEST AND A LENGTH OF 189.49 FEET, AN ARC-DISTANCE OF 189.96 FEET TO A POINT OF TANGENCY; (8) THENCE NORTH 63 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 222.71 FEET, OF MORE OR LESS, TO A NORTHEAST CORNER OF PARCEL "C", AS SHOWN ON SAID PLAT OF EASEMENTS FOR OPEN SPACES RECORDED PER DOCUMENT NO. 222 99 742; THENCE IN A SOUTHERLY AND EASTERLY DIRECTION ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PARCEL *C* THE FOLLOWING DESCRIBED NINE COURSES AND DISTANCES:
- (1) SOUTH 29 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 154.93 FEET; (2) THENCE SOUTH 21 DEGREES 09 MINUTES 41 SECONDS WEST, A DISTANCE OF 66.48 FEET; (3) THENCE SOUTH 7 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 206.90 FEET; (4) THENCE SOUTH 31 DEGREES 08 MINUTES 11 SECONDS WEST, A DISTANCE OF 398.39 FEET; (5) THENCE SOUTH 02 DEGREES 39 MINUTES 47 SECONDS WEST, A DISTANCE OF 86.09 FEET; (6) THENCE SOUTH 64 DEGREES 58 MINUTES 59 SECONDS EAST, A DISTANCE OF 49.66 FEET; (7) THENCE NORTH 66 DEGREES 53 MINUTES 09 SECONDS EAST, A DISTANCE OF 178.31 FEET; (8) THENCE NORTH 86 DEGREES 13 MINUTES 40 SECONDS EAST, A DISTANCE OF 638.38 FEET; (9) THENCE NORTH 75 DEGREES 13 MINUTES 58 SECONDS EAST, A DISTANCE OF 248.84 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF SAID PARCEL "C" AND THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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