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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 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 FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, 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 title in fee simple, in and to all of the real estate above described. the entire legal and equitable

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.

87573062

RECORDER  
AFFIDAVIT - METES AND BOUNDS

STATE OF ILLINOIS  
COUNTY OF DU PAGE ] SS

DOCUMENT NO.:

Thomas F. Kearney being one of the officers of  
one of the venture-partners of POPLAR CREEK JOINT VENTURE, being duly sworn on  
oath, states that ~~the venture's~~ the venture's business address is 911 Elm Street,  
Hinsdale, 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. The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access
2. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
4. The conveyance is 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
5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access
6. The conveyance is 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.
7. The conveyance is made to correct descriptions in prior conveyances
8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor.

10 The conveyance is of land described in the same manner as title was taken by grantor(s).

THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CIRCLED.

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

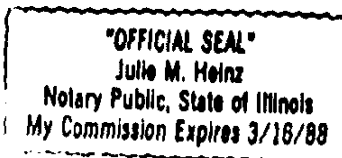
POPLAR CREEK JOINT VENTURE  
BY: Century Universal Enterprises, Inc.,  
a venture-partner

BY: T. F. Kearney  
Title: Vice President

SUBSCRIBED AND SWORN TO before me

this 16th day of October, 19 87

Julie M. Heinz  
Notary Public



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EXHIBIT "A"

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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:

(1) NORTH 3 DEGREES 28 MINUTES 54 SECONDS WEST, A DISTANCE OF 106.19 FEET 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 HAVING 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, HAVING 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, HAVING 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, 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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