

**This Indenture**, Made this 14th day of January 19 87  
 between **INDEPENDENT TRUST CORPORATION**, a corporation of Illinois, as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said **INDEPENDENT TRUST CORPORATION**, in pursuance of a Trust Agreement dated the 27th day of May 19 85 and known as Trust Number 169 Party of the first part, and **HARRIS BANK ROSELLE** as Trustee under the provisions of a Trust Agreement dated the 9th day of January 19 87 and known as Trust Number 12585 Party of the second part.  
 Witnesseth, That said party of the first part, in consideration of the sum of TEN AND NO HUNDRETHS (\$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:

LOT 12 IN CRABTREE TRAILS OF SOUTH BARRINGTON, BEING A SUB-DIVISION IN THE NORTH 1/2 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**SUBJECT TO:** general real estate taxes for 1986 and subsequent years; declaration of covenants and restrictions, easement, building line and use and occupancy restrictions of record, zoning and building laws and ordinances.

\*P.I.N. 01-22-104-012

together with the tenements and appurtenances therunto belonging.

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 recited on the reverse side hereof and incorporated herein by reference.

**Do 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 executed 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.

In witness whereof, said party of the first part has caused its corporate seal to be hereon affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Trust Officer, the day and year first above written.

DOCUMENT PREPARED BY:

THIS INSTRUMENT WAS PREPARED BY:  
**GARY J. IRWIN**  
 120 West Madison, Second Floor  
 Chicago, IL 60602

**INDEPENDENT TRUST CORPORATION**  
 As Trustees aforesaid  
**GARY J. IRWIN**  
 VICE PRESIDENT AND TRUST OFFICER  
 Attest **Laurie Wolske**  
 Assistant Trust Officer

STATE OF ILLINOIS }  
 COUNTY OF COOK } SS

I, the undersigned, a NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named GARY J. IRWIN and the above named VICE PRESIDENT AND LAURIE WOLSKE of said Corporation personally known to me TRUST OFFICER whose names are subscribed in the foregoing instrument as such, GARY J. IRWIN and LAURIE WOLSKE respectively, appeared before me this day in person, and VICE PRESIDENT AND LAURIE WOLSKE and Assistant Trust Officer as their own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said LAURIE WOLSKE did also then and there acknowledge that he, as custodian of the Corporate Seal of said Corporation, did affix the said Corporate Seal of said Corporation to said instrument as his own and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of January 19 87  
DANISE GUZZO  
 Notary Public

**OFFICIAL SEAL**  
 Danise Guzzo  
 Notary Public, State of Illinois  
 My Commission Expires June 28, 1990

Please mail to:  
Philip G. Mazza  
113 FAIRFIELD WAY  
Bloomington, IL 61808

Mail subsequent tax bills to:  
COLE WATSON  
105A HEARDEN TANK  
ROSELLE, IL 60102

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# UNOFFICIAL COPY

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 subdivision or part thereof, and to redivide said property 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 premises 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 property, or any part thereof, to lease said property, 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 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 easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant 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 application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of the 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; 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 thereunder, (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 their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither INDEPENDENT TRUST CORPORATION individually or as Trustee, nor its predecessor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 the 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 of all persons claiming under them or any of them shall be only in the earnings, avails 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 earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered in 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.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

DEPT-01 RECORDING \$11.25  
14444 TRAM 0256 02/12/87 15:03:00  
#5223 # ID # 07-039142  
COOK COUNTY RECORDER

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