

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor s. KENNETH B. MARCINEK AND PHYLLIS M. MARCINEK, HIS WIFE in joint tenancy of the County of COOK and State of ILLINOIS, for and in consideration of the sum of Ten Dollars, (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey s and Warranty s unto Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 23rd day of August, 19 88 and known as Trust Number 1285, the following described real estate in the County of Cook and State of Illinois, to-wit:

See Attached Legal Description

Subject to: Covenants, easements and restrictions of record and 1987 and 1988 real estate taxes.

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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

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide 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 of any person, by leases to commence in the present or in the future 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 ways and for such other considerations as 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 the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the propriety, 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 trust property 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either 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 if 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 the 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 previously appointed for such purposes, or as the direction 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, rents and proceeds arising from the sale or any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, rents and proceeds thereof as aforesaid, the intent of the parties being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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.

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.

IN WITNESS WHEREOF, the Grantor s. aforesaid has hereunto set their hand s. and seal s. this 30th day of August, 19 88

Kenneth B. Marcinek (Seal) Phyllis M. Marcinek (Seal)  
KENNETH B. MARCINEK PHYLLIS M. MARCINEK

STATE OF ILLINOIS  
COUNTY OF COOK ss.

I, DAVID BELDEN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH B. MARCINEK AND PHYLLIS M. MARCINEK personally known to me to be the same person s. whose name s. subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal of office this 30 day of August, 19 88.  
OFFICIAL SEAL  
DAVID BELDEN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMM. EXPIRES SEPT 27, 1990  
NOTARY PUBLIC

Document Prepared by  
DAVID BELDEN, Attorney at Law  
1601 Tanglewood Ave.,  
Hanover Park, IL 60103

ADDRESS OF PROPERTY:  
2282 W. Nichols  
Arlington Heights, IL  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

DOCUMENT NUMBER

UNOFFICIAL COPY

RETURN TO:

**GLADSTONE-NORWOOD TRUST & SAVINGS BANK**  
120 NORTH CENTRAL AVENUE  
CHICAGO, ILLINOIS 60610  
(TELEPHONE 751-0400)

TRUST NO. \_\_\_\_\_

**DEED IN TRUST**

(WARRANTY DEED)

TO

**GLADSTONE-NORWOOD TRUST & SAVINGS BANK**

Chicago, Illinois

TRUSTEE

NYC PERIOD SERVICE, INC.

Property of Cook County Clerk's Office



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX

SEP 2 1988 DEPT. OF REVENUE 11425

1 3 7 3 0 3  
1 3 7 3 0 3  
1 3 7 3 0 3

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DEPT-01 RECORDING 122222 TRAN 6928 09/02/88 11:21:00 \$13.25  
COOK COUNTY RECORDER 88-402580

*1325*

88402580

# UNOFFICIAL COPY

EXHIBIT "A"

5 3 4 2 5 0 0

## PARCEL 43

That part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 1, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows: Beginning at a point 906.79 Feet North and 392.06 Feet West of the Southeast corner of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , as measured along the East line thereof and along a line at right angles thereto, (said East line having an assumed bearing of due North for this legal description):

Thence North 62 Degrees 00 Minutes 00 Seconds East, 58.67 Feet;  
Thence South 28 Degrees 00 Minutes 00 Seconds East, 50.71 Feet;  
Thence South 52 Degrees 00 Minutes 00 Seconds West, 71.75 Feet;  
Thence North 28 Degrees 00 Minutes 00 Seconds West, 25.0 Feet;  
Thence North 16 Degrees 54 Minutes 30 Seconds East, 9.40 Feet;  
Thence North 27 Degrees 58 Minutes 38 Seconds West, 9.45 Feet;  
Thence North 05 Degrees 46 Minutes 28 Seconds East, 11.59 Feet to the place of beginning in Cook County, Illinois.

## PARCEL 2:

Rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said real estate as set forth in a certain declaration on September 23, 1977 a Document No. 24119679 and as amended thereafter and Grantor reserves to itself, its mortgagees, successors and assigns, the rights and easements set forth in said declaration for the benefit of the remaining real estate described therein.

Property commonly known as: 2282 West Nichols Road  
Arlington Heights, Illinois

Permanent Tax No. 02-01-200-026, Vol. 148

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