

UNOFFICIAL COPY

LAND TRUSTEE'S DEED

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71-83-332 D Call Castry

This Indenture, Made this 10th day of October, 1988

between AMERICAN NATIONAL BANK of Arlington Heights, in Arlington Heights, Illinois, a National Banking Association, as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said AMERICAN NATIONAL BANK of Arlington Heights, in pursuance of a trust agreement dated 7/20/12 and known as Land Trust Number A-273

Party of the first part, and Affiliated Bank/Western National, not personally, but as Trustee under Trust Agreement dated September 30, 1988 and known as Trust #10644

of party of the second part.

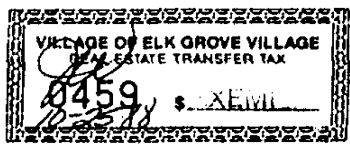
WITNESSETH, That said party of the first part, in consideration of the sum of Ten and no/100 -----(\$10.00)----- Dollars, and other good and

valuable considerations in hand paid, does hereby quit-claim and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Parcel 1: Lot 290 in Centex Industrial Park Unit Number 170, being a subdivision in the North 1/2 of Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: The South 15 feet of Lot 346 and all of Lot 347 in Centex Industrial Park Unit 212, being a Subdivision in the North 1/2 of Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

\$16.00

also See attached Exhibit A



PHN: 08-34-203-016 and 08-34-203-023, and part of 08-34-203-022

together with the tenements and appurtenances thereto belonging

To 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.

SUBJECT TO: All unpaid taxes and special assessments, if any, and any easements, encumbrances and restrictions of record.

Exempt under provisions of Paragraph 11, Section 4 Real Estate Transfer Tax Act.

10/25/88 Date Deborah Kramer

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, and to valid unrecorded liens, if any. Execution hereof is by the Land Trustee solely in such capacity and not personally.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Vice President and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK of Arlington Heights

in Arlington Heights, Illinois As Trustee as aforesaid,

By: [Signature] Vice President Its: [Signature] Assistant Secretary

THIS INSTRUMENT WAS PREPARED BY American National Bank And Trust Company of Chicago, Land Trust Department, 33 N. LaSalle St. Chicago, Illinois Claire Rosati

commonly known as: 1500 S. Busse Hwy, Elk Grove Village, IL

88489729

Box.....

LAND TRUSTEE'S DEED

COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD
OCT 25 PM 3:27

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AMERICAN NATIONAL BANK

of Arlington Heights

Trustee under Land Trust Agreement

TO

UNOFFICIAL COPY

Heinrich + Kanner

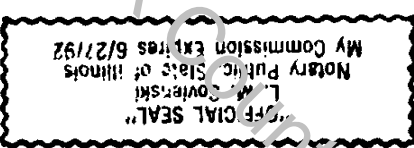
205 West Randolph St

Chicago, Ill 60606

Attn: Deborah Kanner

AMERICAN NATIONAL BANK
of Arlington Heights
IN ARLINGTON HEIGHTS, ILLINOIS

BOX 333-CC



Notary Public

L. M. Sovlenski

A.D. 19 88

21st

GIVEN under my hand and notarial seal, this

day of October

as aforesaid, for the uses and purposes therein set forth, to said instrument as the free and voluntary act of said company as LAND TRUSTEE for the uses and purposes therein set forth; and did affix the corporate seal of said company and as the free and voluntary act of said corporation, as LAND TRUSTEE as aforesaid, edged that they signed and delivered the said instrument as their own free and voluntary subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are personally known to me to be the same persons whose names are

of Assistant Secretary

AMERICAN NATIONAL BANK of Arlington Heights, in Arlington Heights, Illinois and

that Vice President

a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY,

L. M. Sovlenski

State of Illinois }
County of Cook }
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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 redivide 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 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 188 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 that 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 instrument and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this instrument and in said Trust Agreement or in all amendments thereto, 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 the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank of Atlanta nor any of its individually or jointly owned or controlled subsidiaries 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 beneficiary under said Trust Agreement as the 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 thereof being to vest in said American National Bank of Atlanta 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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This deed is further subject to that certain Mortgage, dated January 27, 1987, from American National Bank of Arlington Heights, not personally but as Trustee under Trust Agreement dated July 20, 1972 and known as Trust No. A-273, to Affiliated Bank/Franklin Park (the "Mortgagee"), recorded on January 28, 1987 as Document No. 87056382 in the office of the Recorder of Deeds of Cook County, Illinois.

The interest of grantee conveyed hereby shall not merge with the interest of Mortgagee under the aforesaid Mortgage, and the interests of Mortgagee under said Mortgage shall be and remain at all times separate and distinct from the interest of grantee hereunder, notwithstanding any union of said interest in Mortgagee at any time by purchase, conveyance or otherwise, and that the liens of Mortgagee in the real estate created by the Mortgage shall be and remain at all times a valid and continuous lien on the real estate, subject only to any written and recorded release thereof by Mortgagee.

Property of Cook County Clerk's Office

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