

UNOFFICIAL COPY

DEED IN TRUST

88537665

13.00

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, DAVID A. COOK and AMY J. COOK His Wife of the County of COOK and State of ILLINOIS for and in consideration of TEN AND NO/100th (\$10.00)-----Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto HARRIS BANK HINSDALE, a corporation organized and existing under the laws of the United States of America, whose address is First and Lincoln, Hinsdale, Illinois 60522, as Trustee under the provisions of a trust agreement dated the 14th day of SEPTEMBER, 19 88, known as Trust Number L-2032 the following described real estate in the County of COOK and State of Illinois. SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

70-93-393 W

Property

COOK COUNTY, ILLINOIS FILED FOR RECORD

1988 NOV 22 AM 11: 22

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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 resubdivide 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 any person, 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 future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 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 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 any part of 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 this 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 any 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 predecessor in trust.

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 the earnings, avails and proceeds thereof as aforesaid. If the title to any of the above lands 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 S. hereby expressly waive and release 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 have hereunto set their hands and seals this 14th day of SEPTEMBER 19 88.

DAVID A. COOK (Seal)

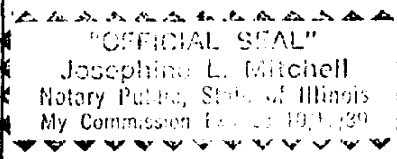
AMY J. COOK (Seal)

Prepared by: GEORGIANNA DE MORY - HARRIS BANK HINSDALE, N. A. 50 SOUTH LINCOLN, HINSDALE, IL. 60522-0040 920-7000

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that DAVID A. COOK and AMY J. COOK, his wife

personally known to me to be the same person S. whose name S. are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 notarial seal this 14th day of SEPTEMBER 19 88



Josephine L. Mitchell Notary Public

BOX 333 - GG

After recording return to:



HARRIS BANK HINSDALE

Attention: Trust Division

50 S. Lincoln St. Hinsdale, IL 60522 920-7000 • Member FDIC

For information only insert address of above described property

Mail tax bills to: HBH #L-2032 125 ACACIA #610 INDIAN HEAD PARK, IL. 60525

Section 4, Exempt under provisions of paragraph 4, Real Estate Transfer Tax Act. Date 9/17/88 By Janet Hale

This space for affixing Stamps and Revenue Stamp

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PARCEL 1:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTH 00 DEGREES 18 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH EAST 1/4, 508.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 232.22 FEET TO THE CENTERLINE OF A 50 FOOT EASEMENT, AS POINT OF BEGINNING, PER DOCUMENT 23152192; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A TANGENT THAT BEARS NORTH 4 DEGREES 00 MINUTES 39 SECONDS WEST AND A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 42.67 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE RIGHT

(CONCAVE SOUTHEASTERLY) HAVING A RADIUS OF 145.00 FEET, AN ARC DISTANCE OF 179.83 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE LEFT (CONCAVE NORTHWESTERLY), HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 102.80 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THE CENTERLINE OF A 40 FOOT INGRESS-EGRESS EASEMENT, AS PER DOCUMENT 23587266; THENCE EASTERLY ALONG THE CENTERLINE OF SAID 40 FOOT INGRESS-EGRESS EASEMENT, ALSO BEING A NON-TANGENT CURVE TO THE LEFT, HAVING A TANGENT THAT BEARS SOUTH 67 DEGREES 59 MINUTES 04 SECONDS EAST AND A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 203.16 FEET; THENCE SOUTH 61 DEGREES 24 MINUTES 41 SECONDS EAST 105.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 428.34 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, 750.00 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, 24.58 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 43 SECONDS EAST 508.00 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 830.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PLAT OF EASEMENT GRANT RECORDED AS DOCUMENT 23152192, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PLAT OF EASEMENT GRANT RECORDED AS DOCUMENT 23587266, IN COOK COUNTY, ILLINOIS

P.I. # 18-31-402-004

PROPERTY ADDRESS - VACANT
OAK KNOLL LANE
BURR RIDGE, IL 60525

88537665

AFFIDAVIT - METES AND BOUNDS

STATE OF ILLINOIS]
COUNTY OF COOK] SS

DOCUMENT NO.:

GEORGIANNA DE MORY, ASST. LAND TRUST OFFICER, HARRIS BANK HINSDALE, N.A., being duly sworn on oath, states that she resides at 50 SOUTH LINCOLN, HINSDALE, IL, 60522

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).

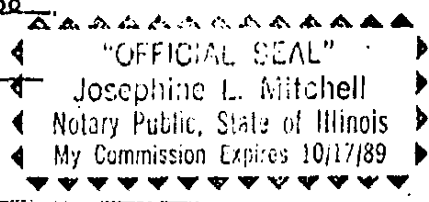
THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CIRCLED.

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

Georgianne DeMory

SUBSCRIBED AND SWORN TO before me
this 16th day of NOVEMBER, 19 88

Josephine L. Mitchell
Notary Public



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