

TR 14 6/81

THE ABOVE SPACE FOR RECORDERS USE ONLY

Doc 9356715

Doc 9115 X 1162606

THIS INDENTURE, made this 19th day of February, 1988, between MOUNT PROSPECT STATE BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 5th day of May, 1978, and known as Trust Number 748, party of the first part, and LASALLE NATIONAL BANK, as TRUSTEE UNDER TRUST AGREEMENT dated FEBRUARY 18, 1988 and KNOWN AS TRUST NO. 113020, 135 S. LaSalle, Chicago, IL party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100 (\$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 in the County of Cook and State of Illinois, to-wit:

SEE ATTACHED

DEPT-01 T#4444 TRAN 0907 03/03/88 10:50:00 #0745 # D * 88-092569 COOK COUNTY RECORDER \$13.25

Subject to real estate taxes for 1987 and subsequent years, easements, covenants, restrictions and building lines of record.

Permanent tax no. 08-23-201-064

88092569

-88-092569

TO HAVE AND TO HOLD the same unto said party of the second part forever.

This conveyance is made pursuant to Direction and with authority to convey direct to the Trust Grantee named herein. The powers and authority conferred upon said Trustee Grantee are recited on the reverse side hereof and incorporated herein by reference.

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 unrelieved at the date of the delivery hereof.

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 Assistant Vice-President and attested by its Assistant Secretary, the day and year first above written.

MOUNT PROSPECT STATE BANK As Trustee as aforesaid.

By Peter S. Walters Assistant Vice-President

ATTEST Paul M. Greene Assistant Secretary

STATE OF ILLINOIS, COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the MOUNT PROSPECT STATE BANK, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date 2-22-88

Notary Public

"OFFICIAL SEAL"

EVELYN H. HASZ

Notary Public, State of Illinois My Commission Expires 7-30-89

DELIVERY NAME: RICHARD BURK, ESQ. STREET: 20 E JACKSON, SUITE 400 CITY: CHICAGO, ILLINOIS 60604

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

309 Hawthorne Circle Mount Prospect, IL 60056

OR

13.00

MAIL

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

This document was prepared by Paul M. Greene, Notary Public, 10 E. Basse Avenue, Mount Prospect, IL 60056

Real Estate Transfer Tax \$100.00 VILLAGE OF MOUNT PROSPECT \$100.00 Real Estate Transfer Tax \$100.00 VILLAGE OF MOUNT PROSPECT \$100.00 Real Estate Transfer Tax \$100.00 VILLAGE OF MOUNT PROSPECT \$100.00

UNOFFICIAL COPY

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, mortgage 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 lease 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 lease to commence the term of 198 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 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 execution 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 prevented 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, 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 trust or 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.

Property of Cook County Clerk's Office

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PARCEL 1: The East 43.38 feet of the West 92.09 feet of a tract of land being that part of the East 840.40 feet, except the East 223 feet thereof, of the North 20 acres of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 41 North, Range 11, East of the Third Principal Meridian described as follows:

Commencing at the Southwest corner of the East 840.40 feet of the North 20 acres of said Quarter, Quarter section; thence due East (being an assumed bearing for this legal description) along the South line of said North 20 acres, 543.71 feet (said South line being parallel with the North line of said Quarter, Quarter Section), thence due North 424.53 feet to a point for a Point of beginning of the tract of land herein described; thence due West 140.80 feet; thence due North 57 feet; thence due East 140.80 feet; thence due South 57 feet to the point of beginning, all in Cook County, Illinois.

PARCEL 2: Easement appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements dated April 2, 1976 and recorded April 7, 1976 as Document Number 23443254 and Supplement to Declaration of Easements recorded on August 17, 1977 as Document Number 24062165 for ingress and egress, all in Cook County, Illinois

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