

UNOFFICIAL COPY

TRUSTEE'S DEED

88105523

The above space for recorders use only

THIS INDENTURE, made this 1st day of December, 1987, between MAIN BANK, an Illinois banking association, Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 7th day of February, 1980, and known as Trust No. 80-134, party of the first part and First National Bank in Chicago Heights, as Trustee under Trust Agreement dated October 1, 1985 and known as Trust No. 6040, 100 First National Plaza, Chicago Heights, IL parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100 dollars, and other good and valuable considerations in hand paid, does hereby Quit Claim and convey unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

Lot 2 in the Resubdivision recorded January 31, 1980 as Document 25344703, being a Resubdivision of Lot 1 in Grand-Spaulling Dodge Subdivision, recorded December 17, 1976 as Document 23752075, being a Subdivision of part of the West 1/2 of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY RECORDER

88105523

Together with the tenements and appurtenances hereunto belonging, TO HAVE AND TO HOLD the same unto said parties of the second part,

and to the proper use, benefit and behoof forever of said party of the second part.

This conveyance is made pursuant to direction and with authority to convey directly to the grantee named herein, "Trustee". The powers and authority conferred upon said Trustee are recited on Exhibit "A" attached hereto and incorporated herein by reference.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. SUBJECT, HOWEVER, to the liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general taxes and special assessments and other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines, building, liquor and other restrictions of record; if any; party walls, party wall rights and party wall agreements, if any; Zoning and Building Laws and Ordinances; mechanic's lien claims, if any; easements of record, if any; and rights and claims of parties in possession.

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.

MAIN BANK AS TRUSTEE AS AFORESAID

By Phyllis Lindstrom Vice-President Attest Rose M. Schlegel Assistant Secretary

STATE OF ILLINOIS COUNTY OF COOK

I, Linda L. Horcher a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Phyllis Lindstrom Vice-President of MAIN BANK and Rose M. Schlegel Assistant Secretary of said

Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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, as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of JULY 1988 Notary Public

OFFICIAL SEAL LINDA L. HORCHER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES

Section 4, This space for affixing riders and revenue stamps

-SS-105523

DELIVERY TO:

Don Arnell 233 W. Orr Rd. Chicago Heights Illinois 60411



OR: RECORDER'S OFFICE BOX NUMBER

P.I.N. 03-08-101-021-0000 FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

915 W. Dundee Road Buffalo Grove, IL

This instrument was prepared by Linda Horcher

MAIN BANK 350 E. Dundee Road Wheeling, Illinois 60090

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Trustee's Deed

MAIN BANK

As Trustee under Trust Agreement

UNOFFICIAL COPY

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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, alleys, highways or alleys and to vacate any subdivision or part thereof, and to reimburse said real estate as often as desired, to grant options to purchase, to sell, to grant options to purchase, to sell, 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 lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in any single lease the terms of 199 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 the trust have been complied with, or be obliged to inquire into the authority, necessity, or expediency of any use of said real estate, 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 conclusively 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, 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 trust, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, in 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 successor in trust, that such successor or successor in trust has been properly appointed and are fully vested with all the title, estate, powers, rights, authorities, duties and obligations of the trust, or their predecessor in trust.

This conveyance is made in the express understanding and condition that neither First National Bank in Chicago, nor its successors or assigns, individually or as Trustee, nor its claim, judgment or decree of anything in, or by or for 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 thereof, 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, shall be entered into by it in the name of the Trustee, and the Trustee shall be bound by the terms of the Trust Agreement, in its own 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).

Whoever 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, 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 the earnings, legal and proceeds thereof, a beneficial interest in an increase in value and proceeds thereof, and no real estate described in 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 words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said agreement or other copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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