

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, TOWNE NORTH LIMITED PARTNERSHIP, an Illinois limited partnership of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and No/100 Dollars (\$ 10.00),

In hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 29 day of April 19 88, and known as Trust Number 105124-08,

the following described real estate in the County of Cook and State of Illinois, to wit: LOT 38 in LAKE ARLINGTON TOWNE UNIT 2, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1986 AS DOCUMENT NO. 86-322990, IN COOK COUNTY, ILLINOIS.

SUBJECT TO:

- a) current general and special real estate taxes and assessments not then due and such taxes and assessments for subsequent years; b) the Plat of Subdivision for the Development as hereinafter defined; c) the Homeowner's Declaration as hereinafter defined; d) public, private and utility easements and covenants, conditions and restriction of record; e) applicable zoning, planned unit development, building lines restrictions, and laws and ordinances; f) rights of the public, the municipality and the other parties benefited thereby to use and have maintained the drainage ditches, feeders, laterals and water retention basins located in or serving the Purchased Unit; g) roads and highways, if any; h) matters over which the Title Insurer is willing to insure; i) facts done or suffered by or judgment against PURCHASER or anyone claiming by, through or under PURCHASER; and j) PURCHASER's mortgage; and k) None.

PIN# 03-16-402-012-0000

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 paths, streets, highways or alleys to create any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase in full or any terms, to convey either with or without restrictions, 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 stated in said Trustee, to locate, 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, to lease in possession or in future, and upon any term and for any period or periods of time, not exceeding in the case of any single lease the term of 10 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 real estate and to contract respecting 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 a power of attorney, to release, convey or assign any right, title or interest in or about or essential 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, conveyed 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 as evidenced by said real estate, or be obliged to see that the terms of this 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 holder of any deed, mortgage, lease or other 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected in 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 said real estate, and all such liability shall be conclusively waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be incurred here by it in the name of the Trust beneficiaries under said Trust Agreement as their 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 to the payment and discharge thereof). All persons and corporations who matter and whatsoever shall be charged with notice of this condition from the date of the recording 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, profits 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 in said real estate as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the enjoyment hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to 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 metafoil, 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 29 April 1988

TOWNE NORTH LIMITED PARTNERSHIP, an Illinois limited partnership, BY: NORTHERN ILLINOIS CONSTRUCTION CO., An Illinois corporation, General Partner BY: Ralph E. Harwood, President

STATE OF ILLINOIS, County of Cook, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

under my hand and seal this day of A.D., 19

Notary Public

617348 73 7159-124 T 846110

COOK CO. IL. 616 5 3 6 8 4 STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 128.25

REAL ESTATE TRANSACTION TAX 128.25

53182009

c/r/ 2172 Charles St. Dr. Carl H. H. American National Bank and Trust Company of Chicago

Return to Earl Melansky, 180 N. LaSalle St, #2101 For information only insert street address of above described property. Chicago, Ill 60601

BOX 333 - GG

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ralph E. Harwood and Margaret A. Lutz, President and Vice President, respectively, of Northern Illinois Construction Co., an Illinois corporation, a general partner of Towne North Limited Partnership, an Illinois limited partnership, personally known to me the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Vice President of Northern Illinois Construction Co., they signed, sealed and delivered said instrument to authority given by the Board of Directors of said corporation and as their free and voluntary act and as the free and voluntary act of Northern Illinois Construction Co., and Towne North Limited Partnership, for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 29th day of April, 1988.



[Signature]
NOTARY PUBLIC

Commission Expires: 11/29/87

Cook County Clerk's Office

68278188

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1988 MAY -2 AM 11:43

88182289