

Know All Men by These Presents, THAT THE GRANTOR, HOME STATE BANK OF CRYSTAL LAKE, a duly organized Trust Company, organized and existing under the laws of the State of Illinois as Trustee under the provisions of a Trust Agreement dated September 20, 1985 and known as Trust No. 3096 and party of the first part, and having its principal business office in the City of Crystal Lake, County of McHenry and State of Illinois, for the consideration of Ten and no/100 DOLLARS does hereby convey and quit claim unto LaSalle National Bank

as Trustee under the provision of a certain Trust Agreement dated the 13th day of May, 1988 and known as Trust Number 113230, party of the second part, the following described premises, to-wit:

Lot 12 in Henry Groh and Company's Subdivision of that part of Block 1 lying South of Illinois Central Railroad and that part of Block 2 lying North of Riverside Parkway in Circuit Court Partition of the Southeast Quarter of the Southeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section 25, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: General taxes for the year 1987 and subsequent years; existing leases and tenancies. DEFT-01 \$12.00 154944 FROM 0125 06/07/88 15.45:00

#2041 E D *-88-251867 COOK COUNTY RECORDER

subject to the restrictions appearing of record. Permanent Index Number 15-25-407-020

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.

THE TERMS CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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.

This deed is executed by the party of the first part as Trustee, as aforesaid, pursuant to direction 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, including the authority to convey directly to the Trustee, grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

In Testimony Whereof, the said Home State Bank of Crystal Lake, duly organized Trust Company, of Crystal Lake, Illinois as Trustee as aforesaid hath hereunto caused its corporate seal to be affixed, and these presents to be signed by O. Irene Cooper Trust Officer and attested by James J. Zambon Sr. Vice President and Trust Officer this 28th day of May A.D. 88

CORPORATE SEAL

HOME STATE BANK OF CRYSTAL LAKE AS TRUSTEE AS AFORESAID

By O. Irene Cooper Trust Officer

-88-251867

Attest Sr. Vice Pres. and Trust Officer STATE OF ILLINOIS, McHENRY COUNTY SS.

I, the undersigned, Roma J. Udoni

a Notary Public in and for and residing in the said County in the State aforesaid, Do Hereby Certify that O. Irene Cooper personally known to me to be the Trust Officer of the Home State Bank of Crystal Lake, Crystal Lake, Illinois and James J. Zambon Sr. Vice Pres. & Trust Officer personally known to me to be the Sr. Vice Pres. & Trust Officer of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trust Officer and Sr. Vice Pres. & Trust Officer they signed and delivered the said instrument of writing as Trust Officer and Sr. Vice Pres. & Trust Officer of said Corporation, and caused the seal of said Corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28th day of May A.D. 79 88

Roma J. Udoni Notary Public

Grantees Address: 7660 West 62nd Place Summit, IL 60501 This Instrument Prepared by: O. Irene Cooper, Trust Officer Home State Bank of C.L. 40 Grant Street

Send Future Tax Bills To: Grantee Crystal Lake, IL 60014

12.00

1st MERRILL TITLE COPY # CN20743CM

88251867

UNOFFICIAL COPY

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 resubdivide 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 praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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 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 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 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 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 all amendments thereof, 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, individually or as Trustee, nor its successor or successors 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 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 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 hereof being to vest in said Grantee 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 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.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Trustee, this 10th day of August, 1988.

Trustee

Electronically Registered
REGISTERED
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