

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **GERD H. ROEPER and GERALDINE ROEPER, husband and wife,** of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and no/100**-----Dollars (**\$0.00**) 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 **26th** day of **April** 19 **88**, and known as Trust Number **105237-02** the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

This instrument prepared by **Joseph C. Johnson, Attorney at Law, 1205 Shermer Road, Northbrook, IL 60062.**

12.00

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, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, to redivide said real estate as often as desired, in contrast to sell, in 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 present or in 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, lease and to grant options to lease and options to renew, lease and options to purchase the whole or any part of the reversion 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 easements or charges of any kind, to release, convey or assign any right, title or interest in or about or 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 acting the same or 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 claiming 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 instrument and by said Trust Agreement was in full force and effect, and 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, so 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 that 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 successors 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 do or omit to do in or about the said real estate or under the provisions of this Deed, or a Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, and all such liabilities 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 beneficiary 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 whatsoever 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, rents 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 take any title or interest, legal or equitable, in or to said real estate as such, but only an interest in ailing assets and proceeds thereof as aforesaid, the intention 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 file the certificate of title or duplicate thereof, or memorial, the words "in trust, 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 execution of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, **s** aforesaid have hereunto set their hands and

seal this **14** day of **JUNE**, 19**88**.
Gerd H. Roeper (SEAL) **Geraldine Roeper** (SEAL)

Illinois the undersigned **Gerd H. Roeper and Geraldine Roeper, husband and wife,** a Notary Public in and for said County of **Cook** County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name **s** are **they** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **their** 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 seal this **14th** day of **JUNE**, 19**88**.

"OFFICIAL SEAL"
Joseph C. Johnson
 Notary Public, State of Illinois
 My Commission Expires Oct 7, 1990

Mail to: **American National Bank and Trust Company of Chicago**
 Box 221

For information only insert street address of above described property.

1300 W. 63rd St. #3
 7-54-309-115-17

STATE OF ILLINOIS
 REAL ESTATE TRANSACTION TAX
 Cook County

88258392

UNOFFICIAL COPY

EXHIBIT A

THAT PART OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWN OF WHEELING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE MIDDLE OF THE MC HENRY ROAD, 175 FEET SOUTH 34 1/2 DEGREES EAST OF THE POINT OF INTERSECTION OF THE NORTH LINE OF SECTION 4 AFORESAID AND THE MIDDLE LINE OF SAID MC HENRY ROAD RUNNING THENCE SOUTH 34 1/2 DEGREES EAST ALONG THE MIDDLE OF SAID MC HENRY ROAD 405 FEET; THENCE NORTH 55 DEGREES 30 MINUTES EAST 426 FEET, THENCE NORTH 24 DEGREES, 7 MINUTES WEST 88 FEET; THENCE NORTH 85 DEGREES 48 MINUTES WEST 241 FEET; THENCE NORTH 38 DEGREES 40 MINUTES WEST 63 FEET; THENCE SOUTH 79 DEGREES WEST 272 FEET TO THE POINT OF BEGINNING; EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF BUFFALO GROVE ROAD FORMERLY KNOWN AS MC HENRY ROAD 175 FEET SOUTH 34 1/2 DEGREES EAST OF THE POINT OF INTERSECTION OF THE NORTH LINE OF SECTION 4 AFORESAID AND THE CENTER LINE OF SAID BUFFALO GROVE ROAD THENCE SOUTH 34.5 DEGREES EASTERLY ALONG THE CENTER LINE OF SAID BUFFALO GROVE 292 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE CENTER OF SAID BUFFALO GROVE ROAD, 50 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH IS 50 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID BUFFALO GROVE ROAD TO ITS POINT OF INTERSECTION WITH A LINE DRAWN FROM THE POINT OF BEGINNING WITH A BEARING NORTH 79 DEGREES EAST, THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

✓ Common Address: 55 South Buffalo Grove Road, Buffalo Grove, IL 60089

✓ PTIN: 03-04-101-011-0000 and
03-04-101-003-0000

88258392

Cook County Clerk's Office