

72-33348-82 11/22/89 1300.00 6877

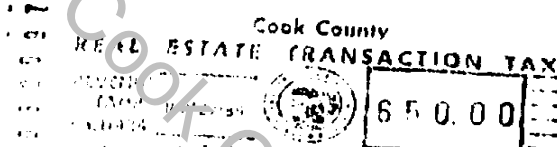
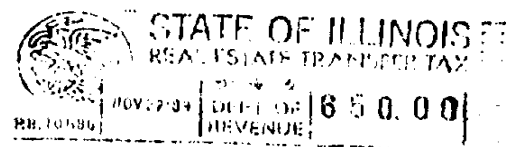
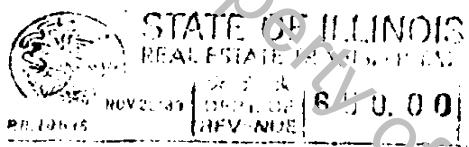
FORM 3634

The above space for recorders use only

\$16.00

THIS INDENTURE, made this 15th day of November, 1989, between **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 0th day of May, 1989, and known as Trust Number 108303-05 party of the first part, and **Charter Bank and Trust of Illinois**, 1400 Irving Park Road, Hanover Park, Ill., as Trustee under the provisions of a certain Trust Agreement, dated the 12th day of October, 1989, and known as Trust Number 1386, party of the second part. **WITNESSETH**, that said party of the first part, in consideration of the sum of Ten and no/100 Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

See attached legal description.



together with the tenements and appurtenances thereto belonging.

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 grantees named herein, and of every other power and authority thereto 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 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 one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally.

By [Signature] VICE PRESIDENT
Attest [Signature] ASSISTANT SECRETARY



STATE OF ILLINOIS } SB
COUNTY OF COOK }
Gregory J. Kusprzyk

I, the undersigned a Notary Public in and for the County and State aforesaid, do HEREBY CERTIFY that the above named and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, Grantor, 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 and as the free and voluntary act of said national banking association 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 national banking association caused the corporate seal of said national banking association 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 national banking association for the uses and purposes therein set forth.

This instrument prepared by:

American National Bank
and Trust Company
33 North La Salle Street
Chicago, Illinois

Done under my hand and Notary Seal.

Date 11/22/89

[Signature] M. Jovanicki

Notary Public

DEED
NAME
STREET
CITY

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

OR 367

This space

Document Number

6877

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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 redivide 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 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 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.

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EXHIBIT A

10 Acre Legal Description

THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 WITH A LINE 564.00 FEET, AS MEASURED AT RIGHT ANGLES SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 736.41 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 46 SECONDS EAST AT RIGHT ANGLES TO SAID LAST DESCRIBED NORTH LINE, 620.93 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHEAST 1/4, 729.14 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 273.60 FEET TO THE NORTH LINE OF LAND CONVEYED TO THE COUNTY OF COOK BY WARRANTY DEED RECORDED JUNE 29, 1977 AS DOCUMENT NO. 24045390; THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 50.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 292.79 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 07-23-200-002
07-23-200-003
07-23-201-001

Common Address: Vacant
Lakeland Drive and
Plum Grove Road
Schaumburg, Illinois

89558630

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EXHIBIT A-27 55303

Permitted Exceptions

- ~~1. MORTGAGE, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF CASH COLLATERAL DATED MAY 18, 1989 AND RECORDED MAY 22, 1989 AS DOCUMENT 89229748, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1989 AND KNOWN AS TRUST NUMBER 108303-05, AND KHS LAND PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP, TO KEMPER INVESTORS LIFE INSURANCE COMPANY, AN ILLINOIS INSURANCE CORPORATION, TO SECURE A NOTE FOR \$29,000,000.00.
MODIFICATION AGREEMENT RECORDED SEPTEMBER 15, 1989 AS DOCUMENT 89134900.~~
2. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE MUNICIPALITY IN AND TO THE PART OF THE LAND USED AS ROADS AND HIGHWAYS.
3. GRANT OF EASEMENT MADE BY RAND REALTY DEVELOPMENT COMPANY, A CORPORATION OF ILLINOIS, TO THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, A MUNICIPAL CORPORATION, TO CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE, OPERATE AND MAINTAIN AN INTERCEPTING SEWER, TOGETHER WITH APPURTENANCES THEREOF, RECORDED MARCH 21, 1972 AS DOCUMENT 21842731.
4. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO SAID LAND IS HELD.
5. RIGHT OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS.
6. ENCROACHMENTS, EASEMENTS, AND OTHER LIKE MATTERS DISCLOSED BY SURVEY NO. 892845-A DATED NOVEMBER 10, 1989 PREPARED BY EDWARD J. MOLLOY & ASSOCIATES, LTD.
- ~~7. SECURITY INTEREST OF THE HOFFMAN GROUP, INC., AND ASSIGNED TO KEMPER INVESTORS LIFE INSURANCE COMPANY, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1989 AND KNOWN AS TRUST NUMBER 108303-05, DEBTOR, AND FILED ON MAY 24, 1989 AS NO. 89012879.~~
8. GRANT OF PERMANENT EASEMENT BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 14, 1951 AND KNOWN AS TRUST NUMBER 35146 TO THE METROPOLITAN SANITARY DISTRICT OF GREATER

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EXHIBIT A-2 Continued

CHICAGO, A MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE, OPERATE AND MAINTAIN THE INTERCEPTING SEWER RECORDED MARCH 21, 1972 AS DOCUMENT NUMBER 21842730.

9. ~~SECURITY INTEREST OF HOFFMAN HOMES, INC., SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1989 AND KNOWN AS TRUST NUMBER 108303-05, DEBTOR, AND FILED ON OCTOBER 2, 1989 AS NO. 89U23823.~~

~~ASSIGNED TO KEMPER INVESTORS LIFE INSURANCE COMPANY BY ~~RECORDED INSTRUMENT~~~~

Property of Cook County Clerk's Office

89558630

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF COOK)

WILLIAM M. LAYTON

being duly sworn on oath, states that he resides at 506 E. BUR OAK DR., ARLINGTON HEIGHTS, ILL. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

99558630

A. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed.

-OR-

B. The conveyance falls in one of the following exemptions enumerated in said Paragraph 1.

- 1. The division or subdivisions of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
- 2. The division of lots or blocks of less than 1 acre of any recorded subdivision which does not involve any new streets or easements of access;
- 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
- 4. The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
- 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- 7. Conveyances made to correct descriptions in prior conveyances;
- 8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me this _____ day of _____, 19____

NOTARY PUBLIC

William M. Layton, Vice President, HUBBARD HUBBARD INC. AS MANAGING GENERAL PARTNER OF KHS LAW PARTNERSHIP, an Illinois General Partnership.

OFFICIAL SEAL
NANCY R. CASTRO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/7/92