

TRUSTEE'S DEED
TRUST TO TRUST

UNOFFICIAL COPY

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 27th day of September, 1989, between **HARRIS BANK HINSDALE**, a corporation organized and existing under the Laws of the United States of America, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 27th day of July 1987 and known as Trust Number L-1660, party of the first part, and Harris Bank Hinsdale, N.A. as Trustee under Trust Agreement dated 6-24-87 and known as Trust L-1630.

party of the second part whose address is 50 S. Lincoln St., Hinsdale, IL 60522
Ten and no/100

WITNESSETH, that said party of the first part, in consideration of the sum of \$100,000.00 Dollars, and other good and valuable consideration in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

15.00

6432
6/8/91
EXEMPT

72-52-205W

1000
Cook County

REAL ESTATE TRANSACTION TAX
112.00
STAMP
08-01-89
11424

Property of Cook County Clerk's Office
89593127

Subject To: General real estate taxes for the year 1988 and subsequent years, easements, conditions and restrictions of record, together with the covenants and appurtenances thereto belonging to said party of the second part, and to the principal, heirs and assigns of said party of the second part.

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust referred to said Trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed of any date herebefore of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

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 Trust Officer and attested by its V.P.

Harris Bank Hinsdale

As Trustee as aforesaid.

By: AVP/Land Trust Officer

Attest: V.P.

COOK COUNTY 018
STATE OF ILLINOIS
PLA. STATE RECORDS DIV.
RECORDS SECTION
OFFICE OF THE CLERK OF THE COURT
224 001

STATE OF ILLINOIS
COUNTY OF DuPage SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named AVP/Land Trust Officer and V.P.

of **HARRIS BANK HINSDALE**, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP/Land Trust Officer and V.P.

and that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and that they acknowledge that said AVP/Land Tr.Of. as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as such AVP/Land Tr.Of.

and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of September 1989

Sandra Vesely
Notary Public

DELIVERY

NAME: Harris Bank Hinsdale
STREET: 50 S. Lincoln
CITY: Hinsdale, IL 60522
Attn: Christy Wennersten
OR

BOX 333-GG

INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER
TRUSTEE'S DEED-Recorder's Non Joint Tenancy

OFFICIAL SEAL
SANDRA VESELY
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 7/11/92

1161 and 1175 Regency Dr.
Schaumburg, IL

THIS INSTRUMENT WAS PREPARED BY
Sandra Vesely

HARRIS BANK HINSDALE

50 S. Lincoln St. • Hinsdale, IL 60522 • (312) 920-7000 • Member FDIC

Document Number

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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 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 present 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 terms 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 attorney, 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 whosoever and whomever 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

LEGAL DESCRIPTION PARCEL U

That part of Lot 10 in Wellington Court, being a Subdivision of part of the West Half of the Northwest Quarter of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded December 29th, 1988 as Document No. 88 598 270 described as follows: Commencing at the most Southerly corner of said Lot 10; thence North 36 degrees 40 minutes 00 seconds West along the Southwesterly line of said lot 10 a distance of 135.61 feet for a place of beginning; thence continuing North 36 degrees 40 minutes 00 seconds West along the Southwesterly line of said lot 10 a distance of 33.39 feet to the most Westerly corner of lot 10; thence North 51 degrees 20 minutes 00 seconds East along the Northwesternly line of said Lot 10 a distance of 150.00 feet; thence South 36 degrees 40 minutes 00 seconds East 10.00 feet; thence North 53 degrees 20 minutes 00 seconds East 20.00 feet to a point on the Northeasterly line of said Lot 10; thence South 36 degrees 40 minutes 00 seconds East along the Northeasterly line of said lot 10 a distance of 23.60 feet; thence South 53 degrees 24 minutes 20 seconds West 170.00 feet to the Place of Beginning; said parcel of land herein described contains 0.127 acres, more or less, in Cook County, Illinois.

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EXHIBIT A

LEGAL DESCRIPTION PARCEL 1

That part of Lot 10 in Wellington Court, being a Subdivision of part of the West Half of the Northwest Quarter of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded December 29th, 1988 as Document No. 88 598 270 described as follows: Beginning at the most Southerly corner of said Lot 10; thence North 35 degrees 40 minutes 00 seconds West along the Southwesterly line of said Lot 10 a distance of 33.61 feet; thence North 53 degrees 24 minutes 20 seconds East 170.00 feet to a point on the Northeasterly line of said Lot 10; thence South 35 degrees 40 minutes 00 seconds East along the Northeasterly line of said Lot 10 a distance of 13.40 feet; thence South 53 degrees 20 minutes 00 seconds West 20.00 feet; thence South 35 degrees 40 minutes 00 seconds East 20.00 feet to a point on the Southeasterly line of said Lot 10; thence South 53 degrees 20 minutes 00 seconds West along the Southeasterly line of said Lot 10 a distance of 150.00 feet to the Place of Beginning; said parcel of land herein described contains 0.123 acres, more or less, in Cook County, Illinois.

Commonly known as 1161 Regency Dr.

89590127

Cook County Clerk's Office