

UNOFFICIAL COPY

89022555

DEED IN TRUST

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **PHOENIX MUTUAL LIFE INSURANCE COMPANY**, a Connecticut corporation of the City of **Hartford** and State of **Connecticut**, for and in consideration of the sum of **Ten and 00/100** Dollars (\$ **10.00**),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, ~~releases~~, **releases, aliens and conveys** unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association whose address is **93 No. LaSalle Street, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **22nd** day of **December 1989**, and known as **Trust Number 109420-01**, Grantee, the following described real estate in the County of **Cook** and State of **Illinois**:

DEPT-01 RECORDING
NOV 30 1989
COOK COUNTY RECORDER
18:00
12/29/89
22:55:00

For legal description see Exhibit A attached hereto and made a part hereof.

And the Grantor, for itself, and its successors, does covenant, promise and agree to and with the Grantee, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said real estate hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said real estate, against all persons lawfully claiming, or to claim the same, by, through or under it, will warrant and defend, subject to: See Exhibit B attached hereto and made a part hereof.

VILLAGE OF SCHENK
DEPT. OF CLERK AND ADMINISTRATION
DATE 12/27/89
AMT. PAID \$ 3325.00
7260
REGISTER TAX

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 lease, manage, grow and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to various subdivisions or parts thereof, 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 reservation, to convey said real estate or any part thereof to successors or assigns, 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, to lease or otherwise encumber said real estate, or any part thereof, in any, said real estate, or any part thereof, from time to time, in possession or reversion, by lease (in commencing in present) or in future, and upon any term and for any period or periods of time, and according to the case of any single lease (the term of 180 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify lease and the terms and provisions thereof at any time or times hereafter, in contract in lease, lease and in grant options to lease and options to renew leases and options to purchase the whole or any part of the property and in 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 or create or charge of any kind, in release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, 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, and 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 in 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 inquire into 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, or 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 (c) 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 the, 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 to any claim, judgment or decree for anything in or done by it 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 Indenture and 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 or shall be in the name of the then beneficiary hereunder, and the Trustee shall be irrevocably appointed for such purposes, or in the opinion 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 its 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, 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 to said real estate as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire fee 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 to file 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.

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 its hand and seal this 22nd day of December 1989.

Attest: *[Signature]* (SEAL) PHOENIX MUTUAL LIFE INSURANCE COMPANY, a Connecticut corporation (SEAL)
Its: **Secretary** (SEAL) By: *[Signature]* (SEAL) **First Vice President**

STATE OF **CONNECTICUT** } I, **Josephine A. Melusky**, a Notary Public in and for said
COUNTY OF **Hartford** } ss. County, in the State aforesaid, 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.

GIVEN under my hand and seal this day of A.D. 19
Notary Public

My commission expires

Prepared by: Lawrence Hermalyn, Esq.
Greenberger, Krauss & Jacobs
180 N. LaSalle St., Suite 2700
Chicago, Illinois 60601

Property Address: 1261 Wiley Road
Schaumburg, Illinois
For information only insert street address of above described property.
Tax I.D. No. 07-12-100-015, Vol. 187

89022555

1825

N89088N

This space for affixing Rights and Reserve Stamp

Document Number

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REAL ESTATE TRANSACTIONS
RECEIVED
\$63,500

REAL ESTATE TRANSACTIONS
RECEIVED
\$99,000

STATE OF ILLINOIS
RECEIVED
\$90,000

STATE OF ILLINOIS
RECEIVED
\$99,000

STATE OF ILLINOIS
RECEIVED
\$99,000

STATE OF ILLINOIS
RECEIVED
\$128,000

Property of Cook County Clerk's Office

89022555

EXHIBIT ALegal Description

PARCEL 1:

THAT PART OF THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH WEST QUARTER AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTH WEST QUARTER, 119.36 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE, 394.52 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 486.76 FEET TO A LINE DRAWN 165.0 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH WESTERLY ALONG SAID PARALLEL LINE 399.12 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE OF THE NORTH WEST QUARTER, 548.20 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, ALTER, REPLACE AND REMOVE ONE ACCESS ROADWAY IN, UNDER, UPON, THROUGH AND ACROSS A STRIP OF LAND, 82.5 FEET IN WIDTH, DESCRIBED AS FOLLOWS: THAT PART OF THE EAST 50 FEET OF THE WEST 527.98 FEET OF THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING WITHIN THE FOLLOWING DESCRIBED PREMISES: ALL THOSE PARTS OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 11 AND OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 12, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SAID SECTION 11, THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SAID SECTION 11, A DISTANCE OF 385.64 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 81 DEGREES 6 MINUTES TO THE LEFT WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 2310.55 FEET, AND SAID LINE BEING THE SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED BY JOHN FREISH AND ELSIE FREISH, HIS WIFE, TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION FOR A CONNECTING ROAD BETWEEN PLUM GROVE ROAD AND MEACHAM ROAD (PARCEL NO. JC-68), BY WARRANTY DEED DATED APRIL 5, 1957 RECORDED APRIL 9, 1957 IN BOOK 54770 ON PAGE 59 AS DOCUMENT NUMBER 16872663; THENCE SOUTHERLY ALONG A SOUTH WESTERLY LINE OF THAT CERTAIN TRACT OF LAND SO CONVEYED BY DEED DATED APRIL 5, 1957, FORMING AN ANGLE OF 26 DEGREES 39 MINUTES 22 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 183.89 FEET; THENCE NORTH WESTERLY ALONG A LINE FORMING AN ANGLE OF 153 DEGREES 20 MINUTES 38 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 2461.97 FEET TO THE WEST LINE OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SAID SECTION 11; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SAID SECTION 11, A DISTANCE OF 83.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN THE NORTHERN ILLINOIS GAS COMPANY AND FIRST NATIONAL BANK OF DES PLAINES, AS TRUSTEE, UNDER TRUST AGREEMENT DATED OCTOBER 1, 1979 AND KNOWN AS TRUST NUMBER 96542839 DATED NOVEMBER 6, 1978 AND RECORDED OCTOBER 30, 1979 AS DOCUMENT NUMBER 25217149 AND RE-RECORDED JANUARY 21, 1980 AS DOCUMENT NUMBER 25328414, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR, REPLACE AND REMOVE A DRIVEWAY OVER THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTHERLY 82.5 FEET OF THE NORTHERLY 165 FEET ADJOINING THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORTHWEST TOLLWAY IN THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE DRAWN 119.36 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH WEST QUARTER OF SAID SECTION 12 AND A LINE DRAWN 513.88 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESAID NORTH WEST QUARTER OF SECTION 12, ALSO LYING WITHIN NORTHERN ILLINOIS GAS COMPANY 82.5 FEET WIDE DUBUQUE RIGHT-OF-WAY, PARCEL 6-68, IN SECTION, TOWNSHIP AND RANGE AFORESAID, IN COOK COUNTY, ILLINOIS, AND THAT PROPERTY LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 119.36 FEET EAST OF THE WEST LINE OF THE NORTH WEST QUARTER OF SECTION 12 WITH A LINE DRAWN PARALLEL WITH AND 165 FEET SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY (SAID LINE BEING THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY); THENCE NORTHERLY PARALLEL WITH SAID WEST LINE OF THE NORTH WEST QUARTER OF SECTION 12, 83.5 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID GAS COMPANY RIGHT OF WAY; THENCE WESTERLY ON SAID NORTHERLY LINE, 30.0 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AS CREATED BY THE EASEMENT AGREEMENT DATED AUGUST 1, 1981 AND RECORDED AUGUST 27, 1981 AS DOCUMENT NUMBER 25981968, AS MODIFIED BY AGREEMENT DATED MARCH 1, 1982 AND RECORDED MARCH 25, 1982 AS DOCUMENT NUMBER 26182430.

IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN

Cook County Clerk's Office 890622555



AFTER RECORDING, MAIL TO:
RICHARD A. PRINZ
ALTHEIMER + GRAY
10 S. WACKER DR.
CHICAGO, IL 60606

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EXHIBIT B

1. General real estate taxes for 1989 and subsequent years.
2. Easement and Maintenance Agreement dated October 10, 1979 and recorded October 10, 1979 as Document No. 25185740.
3. Covenants, Conditions and Restrictions as contained in Documents recorded as numbers 25185744 and 25185745.
4. Easement for public utilities and drainage as contained in Document recorded as number 26065701.
5. Easements for water main in favor of the Village of Schaumburg as contained in Document recorded as number 26487914.
6. Terms, Provisions and Conditions relating to the Easement described as Parcels 2 and 3 contained in the instrument creating such easement.
7. Right of adjoining owner or owners to the concurrent use of the Easement described as Parcels 2 and 3.
8. Zoning, Building Laws and Ordinances of the City of Schaumburg.
9. Rights of tenants under Leases as listed in Exhibit C attached hereto.

Property of Cook County Clerk's Office
69022555

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EXHIBIT C

SCHEDULE OF LEASES

1261 WILEY ROAD
SCHAUMBURG, ILLINOIS

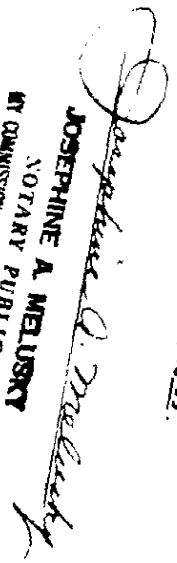
<u>Suite Number</u>	<u>Tenant Name</u>	<u>Sq. Footage Rentable Useable</u>	<u>Term</u>
A	Grand Illusion Design	7,033	7/1/89 - 6/30/90
B	Tribune Companies Newspaper Reader Agency	6,019	3/15/89 - 3/14/90 (Lease extended to 3/14/91)
C	R.D. Rodgers & Co.	4,740	8/1/89 - 7/31/92
D	Hantarex	5,589	11/1/89 - 3/31/92
E	Habasit Bolting	6,871	6/1/89 - 5/31/94
F	Available	8,274	
G	Custom Computer	6,034	2/1/89 - 3/31/91
H	Custom Computer	10,034	12/1/88 - 12/31/90
I	Hantarex	14,079	1/1/89 - 12/31/89 1/1/90 - 12/31/90 1/1/91 - 12/31/91
J	Southland Corp.	10,216	4/1/87 - 3/31/92
K	Motorola, Inc.	13,560	1/1/88 - 12/31/89 (Exercised renewal option 1/1/90 - 12/31/90)
		<u>98,449</u>	

Property of Cook County Clerk's Office
89022555

STATE OF CONNECTICUT
COUNTY OF HARTFORD SS. Hartford

I, Josephine A. McLusky
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laurence P. Fleming a notary public
personally known to me to be a Second Vice President of the Phoenix Mutual (Inc) Insurance Company, a
corporation, and Keith D. Robbins personally known to me to be the same persons whose names are to be a Secretary of said
instrument, appeared before me this day 11 person and severally, actor, wedged that as such Secretary of said
President and Secretary, they signed and delivered the said instrument as such Second Vice
the corporate seal of said corporation to be affixed thereto, that as such officers as aforesaid, and caused
of said corporation, as their free and voluntary act, in pursuance to authority given by the Board of Directors
uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 22nd day of December, 1989.

Property of Cook County Office


JOSEPHINE A. MELUSKY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1990

89622555