

**SPECIAL WAIVER DEED  
(Corporate to Individual)  
(N.House)**

**CAUTION:** Consult a lawyer before using or acting under this form. Neither the publisher nor the editor of this form shall be responsible with respect to its usefulness or merchantability or fitness for a particular purpose.

THIS INDENTURE, made this 6th day of June  
1989, between Aetna Finance Company d/b/a ITT  
Financial Services,  
a corporation created and existing under and by virtue of the laws of  
the State of Delaware, and duly authorized to transact  
business in the State of Illinois, party of the first part,  
and Suburban National Bank of Palatine as Trustee  
under Trust Agreement dated November 26, 1985 and  
known as Trust No. 4709, 50 N. Brockway, Palatine,  
Illinois,  
party of the second part, WITNESSETH, that the party of the first  
part, for and in consideration of the sum of Ten and No/100  
\*\*\*\*\*  
Dollars and other good & valuable consideration

In hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of \_\_\_\_\_ of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to his heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as

The North 1/2 of Lot 40, all of Lot 41 and the South 1/2 of Lot 42 in Block 10, in the New Subdivision of Blocks 1, 2, 8, 9, 10 and 11 in Salisbury Subdivision of the East 1/2 of the South East 1/4 of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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, manage, protect and subdivide said real estate or any part thereof, to dedicate parts, streets, highways or alleys to roads or other public uses, and to condemn and subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to lease or to let, and to grant to such lessees or purchasers as much or as little of the same, consideration, to convey said real estate or any part thereof to a successor or substitute, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to transfer, to assign, to lease, to let, to sublease, to dedicate, to reversion, by leases to commence in present or in future, and for any term or terms and for any period or periods of time, not exceeding in the case of any single demise, the term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or terminate leases or agreements to lease, and to renew leases or agreements to lease, and to grant options to lease, and to renew options to lease, and to grant options to purchase the whole or any part of the same, and to make and to enter into all manner of contracts, leases, agreements, covenants, releases, assignments, transfers, warranties, mortgages, pledges, or otherwise encumbering or affecting said real estate or any part thereof, for other real or personal property, for the payment of debts or charges of any kind, to release, convey or assign any right, title or interest, or about or in any agreement 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 differing from the powers above described, 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 transferred, 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, regularity or propriety of any act of said Trustee or be obliged or privileged to inquire into any of the terms of said Trust Agreement, or into every kind of trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, or to conclude evidence in favor of every person (including the Registrars 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 thereto, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust, lease, power, mortgage or other instrument and (d) if the controversy is made to a survivor or successors in trust, that such survivor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, her 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 and its 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 damages to persons 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 paid in full in the name of the beneficiaries under said Trust Agreement as far as the same may relate to the Trustee, and the Trustee shall not be liable for any deficiency in the amount so paid, and the individual names of the beneficiaries under the Trustee shall have no obligation whatever it will be required to pay in the election of the Trustee. In its own individual capacity, except only so far as the trust property and funds in the strict possession of the Trustee shall be applicable for the payment and discharge thereof indebtedness, except only so far as the trust property and whatever 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 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 in the net earnings, actual and prospective therefrom, as affected by the acts and omissions of the said American National Bank and Trust Company or its successors in title to the real estate herein 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 certificates of title or duplicates thereof, or memorials, 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 grantee hereby expressly waives and releases all and any and all right or benefit under and by virtue of law and all statutes of the

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 B. V. President, and attested by its A. S. Secretary, the day and year first above written.

**AETNA FINANCE COMPANY**  
(Name of Corporation)

By X *[Signature]* <sup>Mr.</sup>  
Senior Vice President  
Attest: *[Signature]* <sup>Mr.</sup>  
Assistant Secretary

This instrument was prepared by A. Richard Wasem, 53 West Jackson Boulevard, Suite 1750  
(NAME AND ADDRESS) Chicago, IL 60604

A4-24-3-12

~~Suburban National Bank  
of Palatine  
50 North Brockway  
Palatine, IL 60067  
(312) 359-1070~~

(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:  
**Jerry Rusin** 89316646  
(Name)

5705 Katrine Avenue

(City, State and Zip)

**Downers Grove, IL 60515**

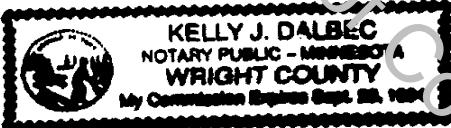
# UNOFFICIAL COPY

STATE OF MINNESOTA |  
COUNTY OF HENNEPIN |

ss.

I, Kelly J. Dalbec, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. P. McCarthy, personally known to me to be the Sr. Vice President of AETNA FINANCE COMPANY, a Delaware corporation, and Susan T. Hulke, personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Sr. Vice President and Asst. Secretary, they signed and delivered the said instrument and caused the corporate 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 official seal this 7th day of June, 1989.

  
Kelly J. Dalbec  
Notary Public

Commission expires 9-28-94

Box 295 - #9316616

## SPECIAL WARRANTY DEED

Corporation to Individual

Aetna Finance Company d/b/a

III Financial Services  
TO

Jerry Rusin, a married person

### ADDRESS OF PROPERTY:

941 North Waller Avenue  
Chicago, Illinois 60651-2650

MAIL TO: ITT Financial Services  
Attn: Bob Kauffman



Box 295 N9316646

## SPECIAL WARRANTY DEED

Corporation to Individual

Aetna Finance Company d/b/a

**IIY Financial Services**

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Jerry Rusin, a married person

### ADDRESS OF PROPERTY:

**100 North Waller Avenue  
Chicago, Illinois 60651-2650**

MAIL TO: ITT Financial Services  
Attn: Bob Kauffman

**GEORGE E. COLE  
LEGAL FORMS**

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STATE OF MINNESOTA COUNTY OF HENNEPIN