

UNOFFICIAL COPY

HARRIS BANK HINSDALE

REVIEWED

James Hale
Hinsdale, Illinois
209 N. County Line Road

NOTARY PUBLIC STATE OF ILLINOIS
SANDRA V. KELLY
MY COMMISSION EXPIRES 7/11/92

15th June 1989
HARRIS BANK HINSDALE
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President

HARRIS BANK HINSDALE
As Trustee as hereinafter
Harris Bank Hinsdale
Vice President
Vice President

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTORIAL AUTHORITY TO CONVEY TITLE TO THE GRANTEE NAMED HEREIN IN THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF

P.I.N. 18-06-373-008
89336803
#4703 # D * 412 * 335803
COOK COUNTY RECORDS

THE NORTH 30 FEET OF LOT 2 AND THE SOUTH 30 FEET OF LOT 3 IN BLOCK 2 IN THE SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY'S RIGHT OF WAY (EXCEPT THE NORTH 241.56 FEET OF SAID WEST 1/2 OF SAID SOUTHWEST 1/4), IN COOK COUNTY, ILLINOIS.

HARRIS BANK HINSDALE
15th day of June 1989
20th day of September 1988
L-2040 part of the first part, and Harris Bank Hinsdale as Trustee under Trust Agreement dated July 1, 1986 and known as Trust L-1323

THE ABOVE SPACE FOR RECORDER'S USE ONLY 89336803

HARRIS BANK HINSDALE
50 S. LINCOLN ST.
HINSDALE, IL 60522

DATE OF HEREOF
DUPAGE SS

As Trustee as hereinafter
Harris Bank Hinsdale
Vice President
Vice President

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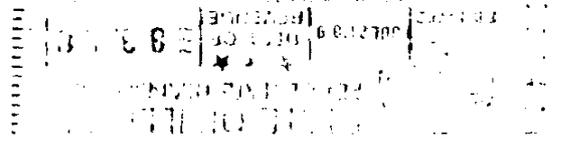
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LAND TITLE CO. L-309563-738

TRUSTEE'S DEED TRUST TO TRUST

UNOFFICIAL COPY



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 create 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 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 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 casement 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 accuracy, necessity or expediency of any act of said Trustee, or be obliged 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 this or 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, 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, powers, rights, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantor, 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 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 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 whatsoever shall be charged with notice of this Indenture 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 Grantor 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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