

This Indenture Witnesseth, That the Grantor, Virginia A. Whitehouse, Virginia

A. Whitehouse, married to Arthur W. Whitehouse and Arthur W. Whitehouse

of the County of Cook and State of Illinois, for and in consideration

of the sum of TEN DOLLARS and no/100 Dollars (\$ 10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey

and Warrant unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and exist-

ing 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, as Trustee under the provisions of a certain Trust Agreement dated the

2th day of July 1990, and known as Trust Number 21302130,

the following described real estate in the County of Cook

and State of Illinois, to-wit: See Legal Description attached

DEPT-01 RECORDING \$14 00
10:22 AM TRIM 4857 08/24/90 09 05:00
#5425 MB * -90-413023
COOK COUNTY RECORDER

Except Under Provisions of

Paragraph 1 of

Kaol 5th

8/9/90 Robert M. Coleman

Date

Representative

90413023

Property address 825 Center Des Plaines
CIN 09-20-241-005-1022

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, in trust, 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 buy, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any cul-de-sac 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, to lease or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, on a lease, or to lease, 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 not lease and to grant options to lease and to renew leases and options to purchase the whole or any part of the real estate and to contract to purchase the whole or any part of present or future real estate, to partition or to exchange said real estate, or any part thereof, in or out of eminent domain proceedings, to release, to release, to release, convey or assign any right, title or interest in or about or emanating from 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 purposes as it shall 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 otherwise disposed of by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or conveyance and shall not be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, capacity or expediency of any 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 any person (including the Registrar of Titles of said county) relying upon or claiming under any such deed, mortgage, 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 said Trustee 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 duly 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 intention that neither The First National Bank of Des Plaines, 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 or for any of 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably assumed 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 in 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 whatsoever 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said First National Bank of Des Plaines 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.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S. aforesaid have hereunto set their hands and seal this 9th day of August 1990.

Virginia A. Whitehouse (SEAL)
Virginia A. Whitehouse (SEAL)

Arthur W. Whitehouse (SEAL)
Arthur W. Whitehouse (SEAL)

This document prepared by Tullie V. Adams & Collins
POB 393

Except deed or instrument
Eligible for recording
without payment of tax
8/9/90
City of Des Plaines

281-x

1400

UNOFFICIAL COPY

TRUST NO. _____

Deed in Trust

WARRANTY DEED

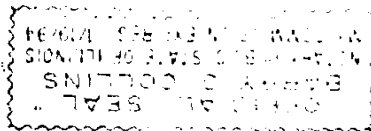
TO

THE FIRST NATIONAL BANK
OF DES PLAINES

701 Lee Street
Des Plaines, Illinois 60016

TRUSTEE

Property of Cook County Clerk's Office



I, Barry G. Collins SR. }
 STATE OF Illinois }
 COUNTY OF LaSalle }

a Notary Public in and for said County, to the State aforesaid, do hereby certify that

Virginia A. Whitehouse, married to Arthur W. Whitehouse,
 and Arthur W. Whitehouse

personally known to me to be the same person S whose name S

subscribed to the foregoing instrument, appeared before me this day in person and
 acknowledged that they signed, sealed and delivered the said instrument
 as their 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 Notarial Seal this 9th day of April
1980 A. D. 1980

Barry G. Collins
 Notary Public

My commission expires 1-19-94

60413023

UNOFFICIAL COPY

Legal Description:

Unit 506, Garage Space 5, and Parking Space 13, in Center Manor Condominium, as delineated on a survey of the following described real estate:

Parcel I:

The Northwesterly 170 feet of the Southwesterly 16 feet of Lot 131, the Northwesterly 170 Feet of the Northeasterly 24 Feet of Lot 130 in the original Town of Rand, being the South 1/2 of the Southwest 1/4 of Section 16, part of the East 1/2 of the Southeast 1/4 of Section 17, the Northeast 1/4 of Section 20 and the Northwest 1/4 and part of the Northeast 1/4 of Section 21, all in Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel II:

The Northwesterly 1/2 of Lot 132 fronting on Center Street in Town of Rand (Now Des Plaines), being a subdivision in the South 1/2 of the Southwest 1/4 of Section 16 and part of the East 1/2 of the Southeast 1/4 of Section 17, the Northeast 1/4 of Section 20 and the Northwest 1/4 and part of the Northeast 1/4 of Section 21, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Also

The Northeasterly 50 Feet front and rear of Lot 131 (Except the Southeasterly 1/2 thereof facing on Pearson Street) and (Except that part condemned for Center Street) in the Town of Des Plaines, formerly known as Rand, in City of Des Plaines in Cook County, Illinois, in Sections 16, 17, 20 and 21, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which plat of survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by the First National Bank of Des Plaines, as Trustee under Trust Agreement dated February 11, 1986 and known as Trust Number 17, 111, 711, recorded November 5, 1986 as Document Number 86-520-965, together with the undivided percentage interest appurtenant to said Unit in the property described in said Declaration of Condominium, as amended from time to time, excepting the units as defined and set forth in the Declaration and survey, as amended from time to time, which percentage shall automatically change in accordance with amended Declarations as same are filed of record pursuant to said Declaration, and together with additional common elements as such amended Declarations are filed of record, in the percentages set forth in such amended Declarations which percentages shall automatically be deemed to be conveyed effective of the recording of such amended Declarations as though conveyed hereby, in Cook County, Illinois.

90413023