

UNOFFICIAL COPY

Trustee's Deed

DEED dated November 25, 19 90

by First Illinois Valley Bank & Trust c/o/a Valley Bank & Trust Company as trustee under the provisions of a deed, or deeds in trust, duly recorded and delivered to the said bank in pursuance

of a trust agreement dated the 4th day of March 19 88, and known as Trust Number 0388 grantor.

in favor of First Illinois Valley Bank & Trust not personally but as trustee under trust

Agreement dated November 28, 1990 & known as Trust #04#8 grantee, WITNESSETH, That grantor, in consideration of the sum of Two Dollars and no/100

Dollars and other good and valuable considerations in hand paid, and pursuant to the power and authority vested in the grantor, does hereby convey and quitclaim unto the grantee, in fee simple, the following described real estate, situated in the County of Cook and State of Illinois, to wit:

Parcel 1: Lots 2, 3, and 4 of Poplar Creek Subdivision, being a subdivision of parts of Section 17 and 20, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded January 18, 1990 as document 90029122, in Cook County, Illinois.

Parcel 2: Easement for ingress and egress as created by plat of Poplar Creek Subdivision recorded January 18, 1990 as document 90029122 for the benefit of Lots 3 and 4 in Parcel 1 over Lot 2 in Poplar Creek Subdivision aforesaid.

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and commonly known as: Rt. 14, 41st St, 60136 together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. CONTINUED ON THE REVERSE SIDE.

Real Estate Tax Number(s): 06-17-300-005-0002, 06-20-100-001-0000

IN WITNESS WHEREOF, the grantor as trustee aforesaid, has caused his corporate seal to be hereto affixed and has caused its name to be signed and attested to this deed by its duly authorized officers the day and year set forth above.

Nathleen A. Martin

as trustee aforesaid.

ATTEST: Nathleen A. Martin Sr. Vice President

BY: John Kasper Sr. Vice President

State of Illinois, County of Kane ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this deed are personally known to me to be duly authorized officers of the First Illinois Valley Bank & Trust, and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered this deed in writing as duly authorized officers of said corporation and caused the corporate seal 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 of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of November 19 90

Commission expires June 12, 19 91

NOTARY PUBLIC

This instrument was prepared by First Illinois Valley Bank & Trust, 888 N. LaFox St. South Elgin, IL 60177

ADDRESS OF PROPERTY

First Illinois Valley Bank & Trust (Name)

MAIL TO: 888 N. LaFox Street (Address)

South Elgin, IL 60177 (City, State, and Zip)

OR RECORDER'S OFFICE BOX NO. _____

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO:

Poplar Creek Partnership

c/o Bony Development

651 First Bank Dr. South Elgin, IL 60177

RECORDING
INDEXED TRAN 0874 12/03/90 10:50:00
1990 : C * 90-586731
COOK COUNTY RECORDER

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(The Above Space For Recorder's Use Only)

AFFIX "RIDERS" OR REVENUE STAMPS HERE"

This instrument is exempt under Paragraph 11 of the Illinois Real Estate Transfer Tax Ordinance passed 12-3-90



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UNOFFICIAL COPY

TRUSTEE'S DEED

FIRST ILLINOIS VALLEY BANK
A TRUST

As Trustee

TO

1-2061-12198

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN, THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE AS FOLLOWS:

TO HAVE AND TO HOLD the said premises with appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to the trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey the 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 the trustee; to donate, to dedicate, mortgage or otherwise encumber the real estate or any part thereof; to lease the 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 term of 198 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 lease 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 in such manner of fixing the amount of present or future rentals; to partition or to exchange the real estate, or any part thereof, for other real or personal property; to grant easements or changes of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof; and to deal with the 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 the trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see that the application of any purchase money, rent, or money borrowed or advanced on the real estate, or to be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created herein and by the 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 herein and in the trust agreement or in any amendment thereof and binding upon all beneficiaries thereunder; (c) that the trustee 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 the trustee nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or its 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 amendments 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, obligations 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 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 beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the mortgage, sale, or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary under the trust agreement shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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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