

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Inland-Mart Limited Partnership, an Illinois limited partnership, of the County of DuPage and State of Illinois, for and in consideration of the sum of Ten and No/100-----Dollars (\$10.00-----),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Warrants unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 8th day of February 1990, and known as Trust Number 110372-07, the following described real estate in the County of Cook and State of Illinois, to wit: See Exhibit A attached hereto

SUBJECT TO: General Real Estate Taxes for 1989 and subsequent years.

00106210

P.I.N. 02-01-302-046-0000

Prepared By: Elliot B. Kamenear The Inland Group, Inc. 2901 Butterfield Road Oak Brook, Illinois 60521

TO HAVE AND TO HOLD the said real estate with the covenants, terms, and for the uses and purposes herein and in said Trust Agreement, set forth.

Full power and authority is hereby granted to said Trustee, its agents, managers, protect and subdivide said real estate or any part thereof, to dedicate public streets, highways or alleys in or about any subdivision or part thereof, and to resubdivide said real estate as often as desired, in contrast 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 the title, estate, powers and authorities vested in said Trustee, in fee simple, 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 succession and rotation, by lease to commence presently or in future, and upon any term 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 any lease, and any period or periods of time and to amend, change or modify any lease, and the terms and provisions thereof at any time or times hereafter, in contrast to make or cause to be made any lease and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract respecting the manner of filing the amount of present or future rentals, to partition as to exchange said real estate or any part thereof, to grant easements or charges of any kind, to release, convey or assign any title, title of interest in or about or reversionary interest in 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 should be lawful for any person making 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 in whom said real estate or any part thereof shall be conveyed, mortgaged, leased or otherwise encumbered 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, 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 Register of Titles or any person claiming under any such mortgage, lease or other instrument, 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, and that such mortgage or other instrument was executed in conformity with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, for that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument, and (d) if the beneficiaries in trust, or any 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 his, his or their predecessor in trust.

This covenant 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 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 thereof, 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 at their attorney-in-fact, hereby irrevocably appointed for such purposes, or in 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 so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof; all persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of its 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 the earnings, profits and proceeds thereof as aforesaid, the intention being to vest in said American National Bank and Trust Company of Chicago 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 Register of Titles is hereby directed not to register or note the certificate of title or duplicate thereof, or memorial of the words "in trust," or upon condition, or "with limitations," or words of similar import, in error when 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 23rd day of February 1990

ATTEST: [Signature] (SEAL) February 1990 INLAND-MART LIMITED PARTNERSHIP By Interest Midwest Real Estate Corporation, General Partner By: [Signature] (SEAL) Its Assistant Vice President

SEE ATTACHED FOR NOTARY

STATE OF ILLINOIS, County of Cook, 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 he 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

My commission expires

American National Bank and Trust Company of Chicago Box 221

1889 Edgebrook Drive Palatine, Illinois For information only insert street address of above described property.

XL-804957-C&B AND TITLE CO.

This space for affixing stickers and fees

Document Number 07201 60-106210

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## EXHIBIT A

### Parcel 1:

Lot 23 in Edgebrook Planned Unit Development in the East 1/2 of the Southwest 1/4 of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded May 9, 1978 as Document 24438837, as amended by Certificate of Correction recorded May 23, 1985 as Document 85033686 all in Cook County, Illinois.

### Parcel 2:

Easement for the benefit of Parcel 1 for ingress and egress as set forth in Declaration of Covenants, Conditions, Easements, and Restrictions for Edgebrook Homeowners Association of Palatine recorded June 11, 1980 as Document 25483605, as amended by Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Edgebrook Homeowners Association of Palatine as Document 85-042404.

PROPERTY ADDRESS

1867 EDGEBROOK DR.

Palatine, IL 60067

PROPERTY OF COOK COUNTY CLERK'S OFFICE 00103210

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