

TRUST TO TRUST
TRUSTEE'S DEED

The above space for recorders use only

THIS INDENTURE, made this 9th day of April, 1990, between COLE TAYLOR BANK an Illinois banking association, Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 12th day of September, 1977, and known as Trust No. 91-581, part of the first part and Chicago Title & Trust Company, as Trustee, under Trust Agreement dated March 29, 1990 and known as Trust No. 1095449. 8236 N. McCormick Boulevard, Skokie, IL 60076.

DEPT-01 RECORDING #4444 TRAM 4017 04/23/90 10:04:00 #4608 of the record 90-182661 \$13.25

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100 dollars, and other good and valuable considerations in hand paid, does hereby Quit Claim and convey unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

Lots 35, 36, and 37 in Block 4 in North Side Realty Company's Dempster Golf Course First Addition of the North East 1/4 of the South East 1/4 of Section 23, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
Address: 8236 N. McCormick Boulevard, Skokie, IL 60076
P.I.N.: 10-23-408-028, 029, 030

SUBJECT TO: General Taxes for 1989 and subsequent years; covenants, conditions, restrictions and easements of record; building lines; and to existing liens together with the terms and appurtenances thereunto belonging, and tenancies. Chicago Title & Trust Company, as Trustee and to the proper use, benefit and behoof forever of said

This conveyance is made pursuant to direction and with authority to convey directly to the grantee named herein, "Trustee". The power authority conferred upon said Trustee are recited on Exhibit "A" attached hereto and incorporated herein by reference.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other and authority therein enabling, SUBJECT, HOWEVER, to the liens of all trust deeds and/or mortgages upon said real estate, if any, of in said County, all unpaid general taxes and special assessments and other liens, and claims of any kind; pending litigation, if any, affecting said real estate; building lines, building, liquor and other restrictions of record, if any; party walls, party wall rights and party wall agreements, Zoning and Building Laws and Ordinances; mechanic's lien claims, if any; easements of record, if any; and rights and claims of parties.

WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be written for these presents by its Vice-President and attested by its Assistant Secretary, the day and date above written.

COLE TAYLOR BANK
AS TRUSTEE AS AFORESAID

By Carol L. Ennis Vice President
Attest Phyllis Lindstrom Assistant Secretary

STATE OF ILLINOIS I, Linda L. Horcher
COUNTY OF COOK SS a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Carol L. Ennis Vice-President of COLE TAYLOR BANK and Phyllis Lindstrom Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Secretary's free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

OFFICIAL SEAL
LINDA L. HORCHER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/18/90

DELIVER TO:
NAME Romano & Romano
STREET Suite 600
CITY 8930 Gross Point Rd Skokie Ill 60077
90182661

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

8236 N. McCormick Blvd.
Skokie, IL 60076

This instrument was prepared by Linda Horcher

COLE TAYLOR BANK
350 E. Dundee Road
Wheeling, Illinois 60090

VILLAGE OF SKOKIE, ILLINOIS
Economic Development Tax
Skokie Code Chapter 10
Amount \$684 PAID: Skokie
Office

Document Number
90182661

1325

3 APR 90

UNOFFICIAL COPY

Trustee's Deed
Trust to Trust

COLE TAYLOR BANK

As Trustee under Trust Agreement

19928106

Property of

19928106

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 parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, or 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 lease to commence in present or in future, and upon any terms and for any period or period of time, not exceeding in the case of any single demise the terms 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 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 essential 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, loan 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 Registrar of Titles of said county) relying upon or claiming under any such instrument, (a) that at the time of the delivery thereof the trust created by this indenture was executed in accordance with the Trust Agreement, and in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, in any, and binding upon all beneficiaries hereunder, (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, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Chicago Title & Trust Company 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 of a court or of any other agent or attorney-in-fact or of any other person or entity, 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 pursuance of 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 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 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, assets 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, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said Chicago Title & Trust Company, as Trustee

entire legal and equitable title in fee simple, in and to all of the real estate herein described.

If the title to any of the above real estate is now or hereafter recorded, 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.