

**TRUSTEE'S DEED
TRUST TO TRUST**

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90332683

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 4th day of June, 1990, between **HARRIS BANK HINSDALE**, a corporation organized and existing under the Laws of the United States of America, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 14th day of September 1988, and known as Trust Number L-2032, party of the first part, and **Cole Taylor Bank** as Trustee under Trust Agreement dated 7/28/86 and known as Trust #4599

party of the second part whose address is 7601 S. Cicero Chicago, Illinois Ten and no/100 (\$10.00)

WITNESSETH, that said party of the first part, in consideration of the sum of dollars, and other good and valuable consideration in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 89°-33'-17" EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1086.39 FEET TO A POINT OF BEGINNING; THENCE NORTH 0°-26'-43" EAST, A DISTANCE OF 240.00 FEET; THENCE NORTH 89°-33'-17" WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 24.58 FEET; THENCE SOUTH 0°-26'-43" WEST, A DISTANCE OF 240.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 89°-33'-17" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 24.58 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS. CONTAINING 0.1354 ACRES, MORE OR LESS.

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together with the tenements and appurtenances thereto belonging TO HAVE AND TO HOLD the same unto said party of the second part, and to the heirs, assigns, benefit and behoof forever of said party of the second part

PIN 18-31-402-005 (CLOP)

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage of any there be recorded in said county given to secure the payment of money, and remaining unchanged at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Vice President the day and year first above written

Harris Bank Hinsdale

As Trustee as aforesaid,

By *Janet Hale* AVP & Trust Officer

Attest *Sandra Vestly* Vice President

LAND TITLE CO.

STATE OF ILLINOIS DuPage ss
COUNTY OF

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named AVP & Trust Officer and Vice President of **HARRIS BANK HINSDALE**, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth, and the said Vice President then and there acknowledged that said Vice President's Vice President's

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 4th day of June 1990

Sandra Vestly
Notary Public

" OFFICIAL SEAL "
SANDRA VESTLY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/1/92

DELIVERY

NAME *Kenneth Libshane*
STREET *1051 75th Street*
CITY *Downers Grove, IL 60514*

LOCATED ON THE NORTHERLY SIDE OF 87TH STREET APPROXIMATELY 858.00 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF WOLF ROAD, IN WILLOW SPRINGS, ILLINOIS
THIS INSTRUMENT WAS PREPARED BY

Janet Hale

INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER
TRUSTEE'S DEED-Recorded in Non Joint Tenancy



HARRIS BANK HINSDALE

50 S. Lincoln St. • Hinsdale, IL 60522 • (312) 920-7000 • Member FDIC

147 Mail

Document Number
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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 vacate 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 praesenti 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 terms 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 easement 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 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 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 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 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 Grantee, 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 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, 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, 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 Grantee 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.

LAND TITLE CO.

HWVN

James M. Thompson

066T ZUNO 10 APR 936

066T

Harris Bank Hindsdale
As Trustee as above said.
By: *John H. Harris* J. H. Harris
Vice President
Attest: *John H. Harris* J. H. Harris
Vice President

Subject to: (A) General real estate taxes not due and payable at time of closing; (B) Special assessments confirmed after this tract date; (C) Building record; (D) Zoning laws and ordinances; (E) Easements for public utilities; (F) Drainage ditches, feeders, laterals and drain tile, pipe or other conduct.

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TRUSTEES DEAD TRUST TO TRUST

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Document Number

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 vacate 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 all of the title, estate, powers and authorities vested in said Trustee, to donate, 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 demise 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 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 easement 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 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 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 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, mortgage, lease 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 Grantee, 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 of 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 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, 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 hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in 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 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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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

Kenneth Abraham, being duly sworn on oath, states that William he resides at William and that the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. Said Act is not applicable as the grantors own no property adjoining the premises described in said deed (Existing Parcel) -OR- the conveyance falls in one of the following exemptions permitted by the Amended Act which became effective July 17, 1959.
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act into no more than 2 parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5 acres from a large tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that _____ he makes this affidavit for the purposes of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.



SUBSCRIBED and SWORN to before me

This 2nd day of July, 19 90

Patrice Marcell Anderson
Notary Public

DEPT-01 RECORDING \$14.25
T#2222 TRAN 1598 07/11/90 12:29:00
#793# # B * -90-332683
COOK COUNTY RECORDER

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