



Successor Trustee's Deed  
Trust to Trust

# UNOFFICIAL COPY

91520923

This Indenture, Made this 12th day of August A.D. 19 91 between  
NBD TRUST COMPANY OF ILLINOIS, an Illinois Corporation, as Successor Trustee to NBD ELK GROVE BANK  
f/k/a USAmeribanc/Elk Grove f/k/a Bank of Elk Grove

under the provisions of a deed or deeds in trust, duly recorded and delivered to said Corporation in pursuance of a trust  
agreement dated the 2nd day of October 19 85, and known as Trust Number 2415-EG,  
party of the first part, and Deerfield State Bank as Trustee under Trust Agreement dated  
August 12, 1991 and known as Trust No. 709  
of 700 Deerfield Road, Deerfield, IL 60015-3210 party of the second part.

WITNESSETH that said party of the first part, in consideration of the sum of TEN AND NO/100ths  
Dollars, (\$ 10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and  
convey unto said party of the second part, the following described real estate, situated in COOK County,  
Illinois, to-wit: **LEGAL DESCRIPTION ATTACHED:**

**Lots 9 and 10 in Block 17 in Merrill's Home Addition to Palatine,  
in the East Half of Section 23, Township 42 North, Range 10 East  
of the Third Principal Meridian, in Cook County, Illinois  
SEE LEGAL ATTACHED HERETO AND MADE A PART HEREOF**

### EASEMENT GRANT

An easement for ingress and egress over the westerly twenty five  
(25) feet of Lot 8 in Block 17 in Merrill's home addition to Palatine,  
in the east half of Section 23, Township 42 north, range 10 east of  
the third principal meridian, in Cook County, Illinois, being that  
strip of land adjacent to the easterly border of Lot 9 in Block 17  
in Merrill's home addition to Palatine, in the east half of Section 23  
township 42 north, range 10 east of the third principal meridian, in  
Cook County, Illinois. Said easement shall run with said Lot 8 for  
the benefit of said Lot 9. Said easement shall continue so long as  
the owner of said Lot 9 from time to time continues to pay to the  
owner of said Lot 8 from time to time fifty (50%) percent of the  
maintenance cost of said easement land. The obligation for payment  
of said maintenance cost is waived for the fifteen year period ending  
November 30, 2000, and said obligation commences on December 1, 2000.

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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 (if any there be) of record in said county affecting  
the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of  
the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has  
caused its name to be signed to these presents by its ~~Assistant Vice President~~ Trust Officer and attested by its ~~Assistant~~  
~~Vice President~~ Assistant Secretary, the day and year first above written.



ATTEST: Donna M. Golzje  
~~XX~~ Assistant Secretary

NBD TRUST COMPANY OF ILLINOIS, as Successor  
Trustee as aforesaid.

#0888 TRN 8314 10/07/91 11:34:00  
#9257 # F B - 91-520923  
COOK COUNTY RECORDER

By: Patricia A. Dunbar  
~~XX~~ Trust Officer

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15/00

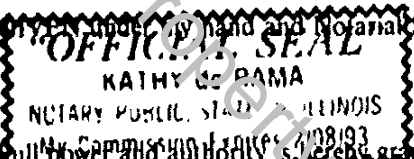
# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK  
RECORDED  
INDEXED  
10/24/91 11 00  
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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

I, the undersigned a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Patricia A. Dunleavy ~~Assistant Vice President~~ / Trust Officer of NBD TRUST COMPANY OF ILLINOIS, and Donna M. Balazic ~~Assistant Vice President~~ / Trust Officer / Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant Vice President~~ / Trust Officer and ~~Assistant Vice President~~ / Trust Officer / 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, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said ~~Assistant Vice President~~ / Trust Officer / Assistant Secretary did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 13th day of August A.D. 19 91.  
  
Kathy DePama Notary Public

9153092

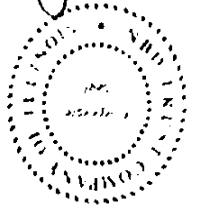
power hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to convey said premises 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 property, or any part thereof, to lease said property, 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 term of 198 years, and to renew or extend leases upon any term 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 property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and delivery 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.

The interest of each and every beneficiary hereunder 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 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.

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 cases made and provided.

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IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its ~~Assistant Secretary~~ / Assistant Secretary, the day and year first above written.

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 (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

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 recited on the reverse hereof and incorporated herein by reference.

This Document Was Prepared By: NBD TRUST COMPANY OF ILLINOIS  
 100 E. Higgins Road  
 Elk Grove Village, IL 60007

Permanent Index Number: 02-23-213-012-0000  
 Common Address: 444-448 N. Northwest Highway, Palatine, IL

and behoof of said party of the second part forever.

(TO HAVE AND TO HOLD) the same unto said party of the second part as aforesaid and to the proper use, benefit together with the tenements and appurtenances thereto belonging.

SUBJECT TO: General real estate taxes for the year 1990 and subsequent years, building lines, easements, restrictive covenants of record

ATTEST:  
 By: *[Signature]*  
 Trustee as aforesaid.  
 NBD TRUST COMPANY OF ILLINOIS, a Successor  
 #8886  
 #9257 # F  
 71-420923

8-18-91  
*[Signature]*

# UNOFFICIAL COPY

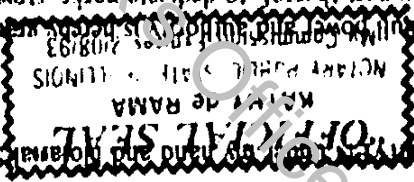
If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided.

The interest of each and every beneficiary hereunder 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 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.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said 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.

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. with said property and every part thereof in all other ways and for such other considerations as it would be lawful for or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 21 years, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, to donate, to dedicate, to mortgage, pledge, or otherwise encumber, said property, or any part thereof, to lease said property, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust, to subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to contract to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to

13th day of August A.D. 19 91  
Notary Public



DO HEREBY CERTIFY that Patricia A. Dunleavy, Donna M. Balazic, Assistant Secretary of NBD TRUST COMPANY OF ILLINOIS, and ~~Assistant Secretary of NBD Trust Company of Illinois~~ Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary/Trust Officer and Assistant Secretary/Trust Officer, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Assistant Secretary/Trust Officer and Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:  
I, the undersigned  
a Notary Public in and for said County, in the State aforesaid,

915500925

COOK COUNTY RECORDER  
11-01-91 10/27/91 11:05 AM