

UNOFFICIAL COPY

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91615483

TRUSTEE'S DEED
INDIVIDUAL



Prepared by:
First American Bank
218 W. Main St.
Dundee, IL 60118

The above deed is in order and valid.

THIS INDENTURE, made this 25th day of September 19 91 between FIRST AMERICAN BANK, formerly known as Riverside National Bank, an Illinois Banking Corporation,

as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a Trust Agreement dated the 30th day of January 19 86 and known as Trust No. 418 party of the first part, and Commercial National Bank of Berwyn as Trustee under Trust Agreement Dated September 12, 1988 and known as Trust No. 880338 of 3322 South Oak Park Avenue, Berwyn, IL 60402

party of the second part
WITNESSETH, that said party of the first part, in consideration of the sum of
** Ten dollars \$ 10.00 and the 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: That Part of the Northeast 1/4 of the Northwest 1/4 of Section 1, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at a Point on the South line of Ogden Avenue, 204.5 feet due East of the West line of the East 1/2 of the Northwest 1/4 of Section 1 aforesaid; running thence Easterly along the South line of Ogden Avenue, 125.78 feet; thence South parallel to the West line of said East 1/2, 229.5 feet; thence West 125.0 feet to a point 204.5 feet East of the West line of said East 1/2; thence North 216.2 feet to the point of beginning; except the South 79.2 feet conveyed to Mamie Myers by Deed recorded April 19, 1915, as Document No. 5615394, in Book 13312, Page 338; Also excepting the West 8.0 feet as condemned for Gage Avenue (Document No. 5921000, recorded January 13, 1928) in Cook County, Illinois. This conveyance is made pursuant to direction and with authority to convey directly to the grantee named herein "Trustee". The powers and authority conferred upon said Trustee are recited on Exhibit "A" attached hereto and incorporated herein by reference.

Permanent Index Number 18-01-106-001-0000

Together with the tenements and appurtenances thereto belonging TO HAVE AND TO HOLD the same said parties of the second part, and to the premises, benefit and behoof forever of said parties of the second part 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 to and vested in it by terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereto enabling. Nothing in this Deed shall be construed as creating any liability or duty on the part of the Trustee with respect to any Environmental Law, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.) or the Illinois Environmental Protection Act (Ill. Res. Stat. ch. 111.1/2, 1989 (S.B. 1001)).
SUBJECT TO:

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 Vice President and attested by its Assistant Vice President, the day and year first above written

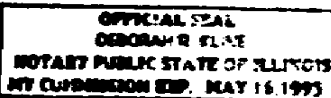
FIRST AMERICAN BANK,
As Trustee as aforesaid

Jane Nagel
Vice President
Trust Officer

STATE OF ILLINOIS
COUNTY OF

ss. I, Deborah R. Kline
A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT
Robert A. Cross
Jane Nagel
of the First American Bank and
of said Bank, personally

appeared before me on 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 Bank for the uses and purposes therein set forth, and the said Assistant Vice President did also then and there acknowledge that said Assistant Vice President as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Vice President's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth



Given under my hand and Original Seal this 25th day of September 19 91.
Notary Public, *Deborah R. Kline*

EXEMPT UNDER PROVISIONS OF PARAGRAPH 11, SECTION 4, REAL ESTATE TRANSFER TAX ACT.
Commercial National Bank of Berwyn
BY *Deborah R. Kline* Trust Officer
11-13-91

DEPT-01 RECORDINGS
T8888 TRAN 3477 11/22/91 11:32:00
#9306 F # -91-615483
COOK COUNTY RECORDER

Document Number 91615483

RE TURN TO
NAME COMMERCIAL NATIONAL BANK OF BERWYN
STREET 3322 OAK PARK AVENUE
CITY BERWYN, ILLINOIS 60402

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
7745 West Ogden Avenue
Lyons, IL 60534

13.00

OR RECORDER'S OFFICE BOX NUMBER 288

UNOFFICIAL COPY

DEFINITION

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 of part thereof, and to redivide 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 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 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; (iii) 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 (i) 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 trust, 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 his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Commercial Nat'l Bk of Baltimore or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected by any court judgment or decree of 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 as a result of any operations conducted on or any contamination of, on or about said real estate, including without limitation, any injury or damage associated with or resulting from the environmental condition of said real estate, such operations or any substance thereon or the release or threat of release of any substance therefrom, 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 any 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 records 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 the 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, the intention hereof being to vest in Commercial Nat'l Bk of Baltimore 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 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, and said trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any deed or lease or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

Box 288

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