

TRUSTEE'S DEED
TRUST TO TRUST

UNOFFICIAL COPY

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 13th day of December 1991 between HARRIS BANK HINSDALE, a corporation organized and existing under the Laws of the United States of America, as Trustor, under the provisions of a deed or deed in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 21st day of November 19 85, and known as Trust Number L-1146, party of the first part, and Palos Bank and Trust Company as Trustee under Trust Agreement dated 12/13/91 and known as Trust #1-3218

party of the second part whose address is

WITNESSETH that said party of the first part, in consideration of the sum of

Ten and no/100 (\$10.00)----- 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:

Lot 4 (except the South 2 acres thereof and except the North 101 feet 3 1/4 inches) in Block 12 in Samuel J. Walkens Subdivision, being a Subdivision of the South 1/2 of the North East 1/4 and the North 1/2 of the Southeast 1/4 in Section 11, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P. I. N. 27-11-400-014

DEPT-01 RECORDING
1991 12 13 10 42 AM
COOK COUNTY RECORDER

91663008

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, devisees and assigns of said party of the second part

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 in and vested in said trust, and the terms and conditions of said 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, mortgage, lien, or claim of any kind in said county 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, caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its AVP & Trust Officer and attested by its Vice President

Harris Bank Hinsdale

As Trustee as aforesaid.

By *Janet Hale*
AVP & Trust Officer

Attest *John J. ...*
Vice President

This space for affixing riders and transfer stamp
LAW OFFICE OF ...
Par. ...
Date 12/17/91
Sign *Kevin Williams*

STATE OF ILLINOIS
COUNTY OF DuPage ss

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, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP & Trust Officer and Vice President 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 Company for the uses and purposes therein set forth, and that they and their acknowledged that said Vice President, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Company's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of December 1991

MAIL TO NAME
STREET
CITY
OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER
TRUSTEE'S DEED (Recorders' - Non Joint Tenancy)

FOR INFORMATION ONLY
INSURE STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
14600 S. 82nd Ave.
Orland Park, IL

THIS INSTRUMENT WAS PREPARED BY
Janet Hale

HARRIS BANK HINSDALE

50 S. LEXINGTON ST. Hinsdale, IL 60521 • (312) 420-7000 • Member FDIC

DELIVER Y

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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 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 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 attorney 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.



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CHICAGO TITLE INSURANCE COMPANY
Post Office Box 827 • Wheaton, Illinois 60189-0827

ALTA LOAN AND EXTENDED COVERAGE OWNERS POLICY STATEMENT

Commitment No. _____

Loan No. _____

The undersigned hereby certifies with respect to the land described in the above commitment:

1. That, to the best knowledge and belief of the undersigned, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied; that there are no unrecorded contracts to purchase the land; and that there are no unrecorded leases to which the land is subject, except as listed below, and that if any leases are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions, except as noted below. (If no leases or contracts, state "none".)

NONE
(Use back page hereof if necessary)

2. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

The undersigned makes the above statements for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Date 12/13/91

Seller or Owner _____ (Seal) _____ (Seal)	INDIVIDUAL OR CORPORATION	Purchaser _____ (Seal) _____ (Seal)
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IN WITNESS WHEREOF, _____ has caused these presents to be signed by its _____ President and attested by its _____ Secretary under its corporate seal on the above date.

By _____ President
 ATTEST: _____ Secretary

The above statements are made by _____ Harris Bank Hinsdale, N.A. not personally but as Trustee under the trust agreement known as Trust No. 1-1146 on the above date by virtue of the written authority and direction of the beneficiaries under the trust.
 BY: _____ (Seal)
 Assistant Vice President

IN WITNESS WHEREOF, _____ has caused these presents to be signed by its _____ President and attested by its _____ Secretary under its corporate seal on the above date.

By _____ President
 ATTEST: _____ Secretary

The above statements are made by _____ not personally but as Trustee under the trust agreement known as Trust No. _____ on the above date by virtue of the written authority and direction of the beneficiaries under the trust.
 BY: _____ (Seal)

I/We certify that no survey was furnished to me/us and none is available.

Purchaser(s) _____

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated _____ Signature _____

The undersigned hereby certifies that the above statements and the reverse side hereof are incorporated herein by reference and are hereby made a part of this document.

RECEIVED
 12/13/91

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY



**HARRIS
BANK**
HINSDALE

Date: 12/13/91

Re: Land Trust No. L- 1146

Grantee: Palos Bank and Trust Co., Trust #1-3218

Property: 14600 S. 82nd Avenue

Orland Park, Illinois

To Whom It May Concern:

You are hereby authorized and directed without further notice or accounting from the undersigned to pay proceeds relative to the above-captioned matter as follows:

Peter T. Kitchin

Please contact me should you have any questions.

Sincerely,

HARRIS BANK HINSDALE

Assistant Vice President

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Property of Cook County Clerk's Office

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