

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:
First American Bank
132 W. Jefferson St.
Joliet, IL 60436

TRUSTEE'S DEED
INDIVIDUAL

91086227



First American Bank

The above space for recorder's use only

THIS INDENTURE, made this 14th day of January, 1991, between FIRST AMERICAN BANK, an Illinois Banking Corporation, formerly known as First American Bank of Kane County, 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 1st day of December, 1986, and known as Trust No. 86-100 party of the first part, and

Amalgamated Trust and Savings, as Trustee under Trust No. 5475 dated November 27, 1990 party of the second part.

WITNESSETH that said party of the first part in consideration of the sum of Ten & no/100ths - - - - 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:

PARCEL 1: Lot 1 in Block 20 in North Evanston being a Subdivision of Lots 1, 1 to 16 and the West 4 3/10 acres of Lot 17, Smiths Subdivision of South Part Quilmette Reserve also of Lots 1, 3 and that part of Lot 2 lying between Chicago and Milwaukee Railway and West Line of Lot 3 produced to North Line of Section 12, Township 41 North, Range 13 East of the Third Principal Meridian, Assessors Plat of Evanston, according to the Plat thereof recorded December 17, 1868 as Document 18753 in Book 168 of Maps Page 35, in Cook County, Illinois.

PARCEL 2: Lot 1 in Green Bay Auto Consolidation of Lots 2 and 3 in Block 20 in North Evanston in Township 42 North, Range 13 East of the Third Principal Meridian according to the Plat of Consolidation recorded September 26, 1985 as Document 85207088, in Cook County, Illinois.

+SECTION 12

Permanent Index Number: PARCEL 1: 05-34-423-028-0000
PARCEL 2: 05-34-423-029-0000

Together with the tenements and appurtenances therunto belonging TO HAVE AND TO HOLD the same said party of the second part, and to the proper use, benefit and behoof forever of said party 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 therunto enabling.

This conveyance is made pursuant to direction and with authority to convey directly to grantee. The powers & authority conferred are recited on Exhibit "A" on reverse side hereof.

COOK COUNTY RECORDERS DEPT-01 RECORDING
15555 TRAN 545 02/25/91 14:22:00
42896 & E *91-086227

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 V.P. & Trust Officer, and attested by its Trust Officer, the day and year first above written.

FIRST AMERICAN BANK
As Trustee as aforesaid
By James Schlag

VICE PRESIDENT
TRUST OFFICER

Attest

STATE OF ILLINOIS
COUNTY OF WILL

I, the undersigned
ss. A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
James Schlag

James E. Coats

of the First American Bank and
of said Bank, personally
known to me to be the same persons whose names are subscribed to the foregoing instrument as such
V.P. & Trust Officer and Trust Officer 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 Bank, for the uses and purposes therein
set forth; and the said V.P. & Trust Officer
acknowledge that said Trust Officer did also then and there
acknowledge that said Trust Officer as custodian of the corporate
seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said
Trust Officer's own 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 B. THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 30, 1991

Given under my hand and Notarial Seal this 15th day February, 1991.
Notary Public Linda B. Thompson

RETOURNAME
NAME Gary A. Garaide
STREET 10 South La Salle Street
Suite 1017
CITY Chicago, Illinois 60603

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2650 Green Bay
Evanston, IL

OR: RECORDER'S OFFICE BOX NUMBER



I hereby declare that this transaction is exempt from State and County taxation under State and County Statutes paragraph e
GARY A. GARAIDE
2/25/91

This space for affixing taxes and revenue stamps

Document Number

1309

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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 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 present 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 trust conditions and limitations contained in this Indenture and in said Trust Agreement, in all amendments thereof, in 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 Amalgamated Trust and Savings 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 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, so 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Amalgamated Trust and Savings the 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 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 transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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