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COOK COUNTY 016

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STATE OF ILLINOIS
REAL ESTATE TRANSACTION TAX
DEPT OF REVENUE
575.00

COOK COUNTY 016

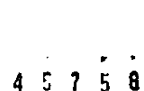
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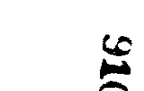
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THIS INDENTURE WITNESSETH that the Grantor Robert Brizendine, Trustee in Bankruptcy in the Estate of Brown Transport Co., Inc., et al., Bankruptcy No. 12516-MD

of the County of Fulton and State of Georgia

TEN and no/100 Dollars, and hand paid. Conveys and Quitclaims into HARRIS BANK

HINSDALE, a corporation organized and existing under the laws of the United States of America whose address is First and Lincoln, Hinsdale, Illinois 60522, as Trustee under the provisions of a trust agreement dated the 1st day of June, 1990, known as Trust Number L-2628 the following described real estate in the County of Cook and State of Illinois

THAT PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST AND NORTH OF NORTHWESTERLY LINE OF STATE ROAD AS SAID NORTHEASTERLY LINE IS ESTABLISHED BY DOCUMENT 16317329 AND SOUTH OF THE SOUTH LINE OF THE NORTH 330 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 28, EXCEPTING FROM SAID TRACT THE SOUTH 20 FEET AND THE WEST 20 FEET THEREOF IN COOK COUNTY, ILLINOIS

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13.00

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part hereof 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, for any term, in possession or reversion, by leases to commence in the present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 renew leases and options to purchase any part 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 re-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 or appurtenance 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 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 trust, conditions and limitations contained in this indenture and in said trust agreement and 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) that 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 the, 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 case made and provided

And the said grantor hereby expressly waive and release any and all rights or benefits under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise

In Witness Whereof the grantor doth hereunto set his hand and seal this 31st day of January 1991

Robert E. Brizendine Trustee as aforesaid and not Indenture

Frank W. Roggen (Seal) Witness: Cynthia C. Garden (Seal)

Prepared by: Kathryn G. Raysses, Esq., Fagel & Haber, 140 South Dearborn, Suite 1400, Chicago, Illinois 60603

State of Georgia ss. Barbara J. Fuquea a Notary Public in and for said County, in the state aforesaid do hereby certify that Robert E. Brizendine

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth including the release and waiver of the grantor's homestead Given under my hand and notary seal this 31st day of January 1991

Barbara J. Fuquea Notary Public, Douglas County, Georgia My Commission Expires Sept 6, 1992

After recording return to: Kathryn G. Raysses, Esq. Fagel & Haber 140 S. Dearborn, Suite 1400 Chicago, Illinois 60603

7580 S. STATE ROAD Bedford Park, IL
Mail the bill to: Harris Bank Hinsdale, T/U/T L-2628 50 S. Lincoln Street Hinsdale, Illinois 60522

RECORDERS BOX 333

MO12MOJ) 70 098-LS-EL

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Property of Cook County Clerk's Office

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Kathryn G. Raynes, being duly sworn on
oath, states that she resides at 140 S Dearborn, Chicago,
IL 60603. 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 adjoining property to the premises described in said deed;
OR
the conveyance falls in one of the following exemptions as shown by 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 divisions 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 a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyances 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.

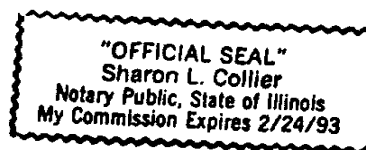
CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that she makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Kathryn G. Raynes

SUBSCRIBED and SWORN to before me
this 27 day of Feb. 1991.

Sharon L. Collier
NOTARY PUBLIC



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