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COOK CO. NO. 616

1986 FEB 27

TRUSTEE'S DEED 1991 APR 16 AM 11:21

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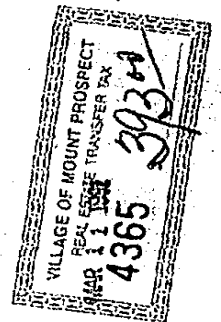
Form 2459 Rev. 3-77

Individual

The above space for recorders use only



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX



REVENUE
REAL ESTATE TRANSACTION TAX
65.50

91171245

BOX 333

7293676
18776781

THIS INDENTURE, made this 26th day of February, 1991, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 29th day of February, 1988, and known as Trust Number 104695-00 party of the first part, and COLONIAL BANK, TRUSTEE UNDER TRUST NUMBER 1031 DATED SEPTEMBER 5, 1986. 5850 WEST BELMONT AVE. CHICAGO, IL. 60634 party of the second part.

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 considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

103-28-204-035-0000
Permanent Real Estate Index Number:

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 proper use, benefit and behoof, forever, of said party of the second part. SUBJECT TO:

(See Exhibit A attached hereto)

"THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN."

14.00

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 the 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. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

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 one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee as aforesaid, and not personally.



By: [Signature] VICE PRESIDENT
Attest: [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

THIS INSTRUMENT PREPARED BY
Susan Nachman

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
33 N. LA SALLE
CHICAGO, ILLINOIS
Rudnick & Wolfe
203 North LaSalle
Suite 1800
Chicago, IL 60601

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A National Banking Association, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 is the free and voluntary act of said National Banking Association for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notary Seal,

"OFFICIAL SEAL"
ANNE M. MARCHERT

Date FEB 27 1991

[Signature]
Notary Public

DELIVERY INSTRUCTIONS
NAME: MARTIN P. KRAWIEC
STREET: 6153 N. MILWAUKEE
CITY: CHICAGO, ILL 60646

NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/23/94

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1009 C Butternut Lane

Mount Prospect, Illinois

RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

Property of COLONIAL BANK AND TRUST COMPANY

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 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 including leases conveying directly to a Trust Grantee, to convey said real estate or any part thereof to 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 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 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 all 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 was 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 conditions that neither Colonial Bank and Trust Company, 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 if 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, 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 interests 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 Colonial Bank and Trust Company the entire legal and equitable title in fee simple, in and to all 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.

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

04/17/1925

EXHIBIT A

1. General real estate taxes for the previous and current year not then due and for subsequent years, including taxes which may accrue by reason of new or additional improvements during the year of closing;
2. Special taxes or assessments for improvements not yet completed;
3. Easements, covenants, restrictions, orders, agreements, conditions and building lines of record and party wall rights;
4. The Illinois Condominium Property Act;
5. Terms, provisions and conditions of the Declaration of Condominium Ownership for Old Orchard Country Club Village Condominium Association, including all amendments and exhibits thereto;
6. Applicable zoning, building and municipal laws and ordinances;
7. Easements, roads and highways, if any;
8. Unrecorded public utility easements, if any;
9. Purchaser's mortgage, if any;
10. Plats of dedication and plats of subdivision and covenants thereon;
11. Annexation agreements;
12. Acts done or suffered by or judgments against Purchaser, or anyone claiming under Purchaser;
13. Liens and other matters of title over which the Title Company, as hereinafter defined, is willing to insure without cost to Purchaser, and
14. Drainage ditches, tiles and laterals, if any.

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