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94966522

TRUSTEE'S DEED

(The Above Space For Recorder's Use Only)

This Indenture, made this 9th day of November, 1994, between

RUSSELL J. DECHO and JOHN W. GUDENAS

Successor as trustee under LOVING TRUST OF WILLARD A. GARDNER

dated the 26th day of February, 1992, grantor S, and BANK ONE, CHICAGO, NA as trustee under Trust 10869 dated 10/26/94

(NAME AND ADDRESS OF GRANTEE)

grantee, WITNESSETH, That the grantor, in consideration of the sum of Ten and No/00

Dollars, receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the grantor as said trustee, and of every other power and authority the grantor hereunto enabling, do hereby convey and quitclaim unto the grantee, in fee simple, the following described real estate, situated in the County of Cook, State of Illinois to wit:

DEPT-01 RECORDING \$27.50
T-1111 TRAM 7051 11/15/94 10:05:00
CG * 94-966522

See attached Exhibit A for legal description.

NOTE: The Trustees have the authority to transfer or sell the real estate in the trust to another trust pursuant to Article 14, Section t and v of the trust instrument.

Permanent Index No. 18-18-401-032 and 18-18-401-055
This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. The powers and authority conferred upon said trust grantee are recited on the reverse side hereof and incorporated herein by reference.

IN WITNESS WHEREOF, the grantor, as trustee, as aforesaid, hereunto set hand and seal the day and year first above written.

Russell J. Decho (SEAL) John W. Gudenas (SEAL)
as trustee as aforesaid Successor as trustee as aforesaid
RUSSELL J. DECHO JOHN W. GUDENAS

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

RUSSELL J. DECHO and JOHN W. GUDENAS

Official Seal: I, John M. Morrone, Notary Public in and for the State of Illinois, do hereby certify that Russell J. Decho and John W. Gudenas personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such trustee for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of November, 1994

Commission Expires July 10, 1997
John M. Morrone NOTARY PUBLIC
This instrument was prepared by JOHN M. MORRONE, 7110 W. 127th St., Ste. 250 Palos Heights, IL 60463 (NAME AND ADDRESS)

MAIL TO: CANNONSON + SANTORA LTD
CARE OF MARK KAWINSKI
211 S. Wheaton AVE, SUITE 301
Wheaton IL 60187

ADDRESS OF PROPERTY: 11371 Plainfield Road
Indianhead Park, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO: _____

OR RECORDER'S OFFICE BOX NO. _____ (Address)

SAB-51148130
SAB-A DIVISION OF INTERCOUNTY

HERE AFFIX "RIDERS" OR REVENUE STAMPS

DOCUMENT NUMBER

27560N

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TRUSTEE'S DEED

As Trustee

REORDER ITEM #: PSA LABEL

Cook County
REAL ESTATE TRANSACTION TAX

001--94



046.00

REVENUE STAMP

9806003

1259003
00621



GEORGE E. COLE
LEGAL FORMS

TO HAVE AND TO HOLD the real estate with the appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority are hereby granted to the trustee to subdivide and redivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey the 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 the trustee; to donate, to dedicate, mortgage or otherwise encumber the real estate or any part thereof; to lease the 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 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 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 the real estate, or any part thereof, for other real or personal property; to grant easements or changes of any kind; to release, convey or assign any title or interest in or about or easement appurtenant to the real estate or any part thereof; and to deal with the 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 the trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or to be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 delivery thereof the trust created herein and by the 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 herein and in the trust agreement or in any amendment thereof and binding upon all beneficiaries thereunder; (c) that the trustee 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 the 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 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 amendments 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, obligations 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 whosoever 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 beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the mortgage, sale, or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary under the trust agreement shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, 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.

JOHN M. MORRONE, a notary public, in and for said County, in the State aforesaid, do hereby certify that
JOHN W. GUDENAS
personally known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that as trustees as therein mentioned they
signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes
herein set forth.
GIVEN under my hand and official seal, this _____ day of _____ 19____
Notary Public
res _____

225900366

COUNTY OF ILLINOIS
STATE OF COOK
SS

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EXHIBIT A

PARCEL 1: THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18, THENCE WEST 973.34 FEET ALONG THE SOUTH LINE OF SAID SECTION 18; THENCE NORTH A DISTANCE OF 330 FEET TO A POINT THAT IS 82.61 FEET EAST OF THE SOUTHEAST CORNER OF PROPERTY CONVEYED BY WARRANTY DEED FROM JOHN BOOSE AND HIS WIFE TO EDITH MURPHY; THENCE WEST 82.61 FEET; THENCE NORTH ALONG THE EAST LINE OF SAID CONVEYED PROPERTY FOR A DISTANCE OF 297 FEET TO A POINT OF BEGINNING; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 18, FOR A DISTANCE OF 82.61 FEET MORE OR LESS TO THE WEST LINE (EXTENDED SOUTH) OF PROPERTY CONVEYED BY WARRANTY DEED FROM ROBERT C. VIAL AND HELEN A. VIAL, HIS WIFE, TO GEORGE W. HEBARD AND CAROLYN E. HEBARD, HIS WIFE, THENCE NORTH ALONG THE SAID WEST LINE EXTENDED SOUTH AND THE WEST LINE OF SAID CONVEYED PROPERTY TO THE CENTER OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF PLAINFIELD ROAD FOR A DISTANCE OF 95.25 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID PROPERTY CONVEYED BY WARRANTY DEED FROM JOHN BOOSE AND HIS WIFE, TO EDITH MURPHY; THENCE SOUTH 327.35 FEET MORE OR LESS ALONG THE EAST LINE OF SAID CONVEYED PROPERTY TO THE POINT OF BEGINNING (EXCEPT THE SOUTH 33 FEET THEREOF); ALSO

PARCEL 2: THAT OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18, THENCE WEST 973.34 FEET ALONG THE SOUTH LINE OF SAID SECTION 18; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 18 A DISTANCE OF 330 FEET TO A POINT; THENCE NORTH 374.64 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY ROBERT C. VIAL AND HIS WIFE TO GEORGE W. HEBARD AND HIS WIFE BY DEED RECORDED AS DOCUMENT 12329893 IN BOOK 35120, PAGE 153 IN THE RECORDER OF DEEDS OFFICE, COOK COUNTY, ILLINOIS, FOR A POINT OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF SAID CONVEYED PROPERTY 130 FEET TO THE SOUTHEAST CORNER OF SAID CONVEYED PROPERTY; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 18 A DISTANCE OF 11.64 FEET MORE OR LESS TO A POINT IN THE NORTH LINE OF 62ND STREET; THENCE WEST ALONG THE NORTH LINE OF SAID 62ND STREET A DISTANCE OF 230 FEET; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 18 A DISTANCE OF 11.64 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

94966522

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

John M. MORRONE AHC being duly sworn on oath,
states that he resides at 710 W. 127th St. Proser Herkules
and 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 property adjoining the premises described in said deed. (Existing Parcel)
-OR-
the conveyance falls in one of the following exemptions permitted by the Amendatory 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 division 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 railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance 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.
- 10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED. 98966522

AFFIANT further states that he makes this affidavit for the purposes of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

John M. Morrone

SUBSCRIBED and SWORN to before me
This 9th day of NOV, 1994.

Joanna Raff
Notary Public



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