

The above space for recorder's use only

THIS INDENTURE, made this 17th day of January, 1994, between STANDARD BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, 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 corporation in pursuance of a certain Trust Agreement, dated the 7th day of October, 1979 AND KNOWN AS Trust Number 4326 party of the first part, and First United Bank as Trustee under the provisions of a certain Trust Agreement, dated the 17th day of December 1983, and known as Trust Number 1663 party of the second part, WITNESSETH, that said party of the first part, in consideration of the sum of TEN DOLLARS and NO/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois to-wit:

Lot 1 and the West 300 Feet of Lot 2 in Matteson Development Corporation's Resubdivision of Lot 2 in Butterfield Creek Commercial Development in the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 35 North, Range 13, East of the Third Principal meridian, in Cook County, Illinois.

PIN: 31-23-300-012

Commonly Known As: 21141-45 Governors Highway, Matteson, IL

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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together with the tenements and appurtenances thereto belonging.

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor hereby expressly waives and releases 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.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction 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, including the authority to convey directly to the Trust a grantee named herein, and of every other power and authority thereto enabling. This deed is made subject to the liens of all tax 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 AYP&T.O. and attested by T.O. the day and year first above written.

STANDARD BANK AND TRUST COMPANY  
as Trustee, as aforesaid, and not personally.

By *Bridgette W. Scanlan*  
Bridgette W. Scanlan, AYP&T.O.

Attest: *James J. Martin, Jr.*  
James J. Martin, Jr., T.O.

STATE OF ILLINOIS, SS.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
Bridgette W. Scanlan and

HEREBY CERTIFY, that the above named James J. Martin, Jr. of the

STANDARD BANK AND TRUST COMPANY, an Illinois corporation Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AYP&T.O. and T.O. 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 corporation for the uses and purposes therein set forth; and the said AYP&T.O. then and there acknowledged that said T.O. as custodian of the corporate seal of said Standard Bank and Trust Company caused the corporate seal of said Standard Bank and Trust Company to be affixed to said instrument as said T.O. 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  
MORA P. CIBARRAMONTE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JANUARY 17, 1996

Date January 19, 1994  
Notary Public *Mora P. Cibarramonte*

DEIVER CITY INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER  
NAME First United Bank Trust No. 1663

STREET 123 Frankfort Square Road

CITY IL Frankfort, IL 60423

OR

RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE:

21141-45 Governors Highway

Matteson, IL

BOX 335

STAMPS AFFIXED  
This space for affixing stamps and recording agency To Doc # 94081818

Document Number

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Property Of Cook County Clerk's Office

Full power and authority is hereby granted to said Trustee to improve, protect and subdivide said real estate or any part thereof, to dedicate park, streets, highways or alleys, to vacate any subdivision or part thereof, and to redivide 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, power and authority vested in said Trustee, to donate, to dedicate, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, 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 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 option 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, for other real estate 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 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 might 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 the 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 permitted 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 dealing with said Trustee, or any successor in trust, of the validity of the trust created by this Indenture and by said Trust Agreement, and in full force and effect, and shall not be subject to any other instrument or other instrument in any way inconsistent with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement, or in all amendments thereto, if any, and binding upon all beneficiaries thereof. If it is found that any successor in trust, was either authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument, or any part thereof, or that the same were made to a successor or successors in trust, that such successor or successors in trust have been appointed and are fully vested with all the title, estate, power, authority, duties and other powers of the trust, or the predecessor in trust.

This conveyance is made upon the express understanding and condition that neither trustee, individually or as trustee, nor its successor or successors in trust shall in any way be personally liable or be subjected to any claim, judgment or decree for anything if or they or his or their agents or attorneys in law do or omit to do or fail to do or omit to do under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for any person or property happening in or about said real estate, any and all such liabilities being hereby expressly waived and released. Any contractual obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate shall be entered into by the name of the then beneficiaries under said Trust Agreement as their attorney in fact, and not individually appointed for such purpose, or at the election of the Trustee, in his own name, as Trustee of an express trust and not individually appointed for such purpose. The Trustee shall have no liability whatsoever with respect to any such contract, obligation or indebtedness except insofar as the Trustee and funds in his or her possession of the Trustee shall be applicable for the payment of the debt of the trust for use of said real estate.

All persons and corporations whatsoever and whosoever shall be charged with notice of this condition from the date of the filing hereof shall have no liability therefor.

The interest of said trust beneficiaries hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be the same as if said trust and proceeds arising from the sale or any other disposition of said real estate, in or interest hereunder, had been paid to the person or persons named herein, and no proceeds hereof shall be held or equitably, in or out of court, to be held for any person or persons in earnings, assets and proceeds hereof as aforesaid, the interest hereof being to vest in and to issue the entire trust and estate hereof in fee simple, in and to all of the real estate above described.

If the title to any of the above described premises hereunder registered, the Register of Deeds hereby directed not to register or more in the office of the Register of Deeds, thereof, or memorial, the words "in trust," or "upon condition," or "with limitation," or words of similar import, in as so stated with the name in such case made and provided.