

# UNOFFICIAL COPY

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the above space for recorder's use only

## TRUSTEE'S DEED IN TRUST

This Indenture made this 9TH day of MARCH, 1994 between MARQUETTE NATIONAL BANK, a National Banking Association, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said bank in pursuance of a trust agreement dated the 28TH day of JUNE, 1988 and known as Trust Number **11918** party of the first part, and **THE THOMAS F. LEUVER AND ALICE M. LEUVER TRUST DATED MARCH 8, 1994, THOMAS F. LEUVER AND ALICE M. LEUVER CO-TRUSTEES**

Whose address is: 15801 CENTENNIAL DRIVE, ORLAND PARK, IL, 60462, party of the second part, Witnesseth that said party of the first part in consideration of the sum of TEN and no/100 DOLLARS AND OTHER GOOD AND VALUABLE considerations in hand paid, does hereby CONVEY & QUITCLAIM unto said party of the second part, the following described real estate, situated in Cook County, Illinois,

SEE ATTACHED FOR LEGAL DESCRIPTION 25

SUBJECT TO: GENERAL REAL ESTATE TAXES FOR THE YEAR 1993 AND SUBSEQUENT YEARS, EASEMENTS, CONDITIONS, AND RESTRICTIONS OF RECORD

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.

Permanent tax #27-16-402-002 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 of said party of the second part. This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county to secure the payment of money, and remaining unreleased at the date of the delivery hereof. IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Assistant Secretary, the day and year first above written.



MARQUETTE NATIONAL BANK, As Trustee as Aforesaid

By: [Signature]  
Trust Officer

Attest: [Signature]  
Assistant Secretary

State of Illinois) County of Cook) ss I, the undersigned, a Notary Public in and for the County and State, Do Hereby Certify that the above named Trust Officer and Assistant Secretary of the MARQUETTE NATIONAL BANK, Grantor, 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 and delivered the said instrument as such officers of said Bank and caused the corporate seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Official Seal this 9TH day of MARCH 1994  
**LUCKIE A. ZURLIS**  
 Notary Public for Illinois  
 My Commission Expires 1/21/98

day of MARCH 1994.  
[Signature]  
 NOTARY PUBLIC

AFTER RECORDING, PLEASE MAIL TO:

NAME: GEORGE J. WITOUS, P.C.

ADDRESS: 10600 S. CASANO AVENUE

CITY: OAK LAWN, IL 60453

RECORDER'S BOX NUMBER \_\_\_\_\_

FOR INFORMATION ONLY-- STREET ADDRESS  
 15801 CENTENNIAL DRIVE  
 ORLAND PARK, ILLINOIS 60462

THIS INSTRUMENT WAS PREPARED BY:  
 GLENN E. SKINNER JR.  
 MARQUETTE NATIONAL BANK  
 6155 SOUTH PULASKI ROAD  
 CHICAGO, ILLINOIS 60629

CO. NO. 018  
 25064  
 STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 DEPT. OF REVENUE  
 168.00  
 Cook County  
 REAL ESTATE TRANSACTION TAX  
 DEPT. OF REVENUE  
 84.00  
 94265156

Opb  
 7888 36 HL  
 05581046

### BOX 333

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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, 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 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, 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 trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if 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 successor 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 Grantee, 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 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, 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee the entire legal and equitable title in fee simple, in and to all of 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.

**PARCEL 1:**

THE SOUTH 40 FEET OF THE NORTH 106.81 FEET OF THE EAST 82.00 FEET OF THE WEST 109.68 FEET OF LOT 12 IN CENTENNIAL VILLAGE UNIT 2, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTENNIAL VILLAGE UNIT 1 A PLANNED UNIT DEVELOPMENT RECORDED APRIL 5, 1993, AS DOCUMENT 93247499, AND FIRST SUPPLEMENTARY DECLARATION RECORDED SEPTEMBER 13, 1993 AS DOCUMENT 93730415 AND AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1988 KNOWN AS TRUST NUMBER 11918 TO THOMAS F. LEUVER AND ALICE M. LEUVER, HIS WIFE, RECORDED March 23, 1994 AS DOCUMENT NO. 94265156 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS MADE BY GRANTOR RECORDED APRIL 5, 1993, AS DOCUMENT 93247499 AND FIRST SUPPLEMENTARY DECLARATION RECORDED SEPTEMBER 13, 1993 AS DOCUMENT 93730415, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO. GRANTOR GRANTS TO THE GRANTEE, THEIR HEIRS AND ASSIGNS, AS EASEMENTS APPURTENANT TO THE PREMISES HEREBY CONVEYED THE EASEMENTS CREATED BY SAID DECLARATION FOR THE BENEFIT OF THE OWNERS OF THE PARCELS OF REALTY HEREIN DESCRIBED. GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AS EASEMENTS APPURTENANT TO THE REMAINING PARCELS DESCRIBED IN SAID DECLARATION, THE EASEMENTS THEREBY CREATED FOR THE BENEFIT OF SAID REMAINING PARCELS DESCRIBED IN SAID DECLARATION AND THIS CONVEYANCE IS SUBJECT TO THE SAID EASEMENTS AND THE RIGHT OF THE GRANTOR TO GRANT SAID EASEMENTS IN THE CONVEYANCES AND MORTGAGES OF SAID REMAINING PARCELS OR ANY OF THEM, AND THE PARTIES HERETO, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT TO BE BOUND BY THE COVENANTS AND AGREEMENTS IN SAID DOCUMENT SET FORTH AS COVENANTS RUNNING WITH THE LAND.

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