

04343989

UNOFFICIAL COPY

DEED IN TRUST WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, The GFS Partnership, an Illinois General Partnership of the county of Cook and State of Illinois

34343989

for and in consideration of One and 00/100 Dollars,

and other good and valuable considerations in hand, paid, Convey and Warrant

unto the OLD KENT BANK, an Illinois Banking Corporation of the United States of America, as Trustee under the provisions

of a trust agreement dated the 2nd day of February 1994 and known as Trust Number 6829 the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 2 IN STANDARD SAFETY INDUSTRIAL SUBDIVISION OF LOT 5 (EXCEPT THE WEST 17 FEET THEREOF) AND (EXCEPT THE EAST 192 FEET THEREOF) IN A. T. MC INTOSH AND COMPANY'S PALATINE FARMS, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; ALSO OF THAT PART OF LOT 8 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 convey any subdivision or part thereof and to resubdivide said property as often as desired, to contract to sell, to grant options, to sell on any terms, to convey either with or without consideration, to donate, to dedicate, to mortgage, pledge or otherwise encumber, to lease said property, or any part thereof, from time to time, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding 199 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 all terms and provisions thereof at any time or times hereafter, to partition or to 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 said premises 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 same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party, to whom said premises, or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, and in no case shall any party dealing with said trustee in relation to said premises, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises or be held 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 privileged or obliged to inquire into any of the terms of said trust agreement.

The interest of each and every beneficiary hereunder and of all persons claiming under them, is hereby declared to be personal property and to be in earnings, rents and proceeds arising from the disposition of the premises; the lien hereof being to vest in the said OLD KENT BANK the entire legal and equitable title in fee, in and to all of the premises above described.

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 it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or for 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 all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or assumed 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 individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except as to the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All parties and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

And the said grantor hereby expressly waives and releases any and all claims or benefits under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale or execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set hand and seal this 28th day of February 1994. Mario Gontu, General Partner (SEAL), Robert Wadonjian, General Partner (SEAL), Werner Beilmann, General Partner (SEAL), Peter Martyniuk, General Partner (SEAL)

State of Illinois, County of Cook, I, a Notary Public in and for said County, in the state aforesaid, do hereby certify that

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 or she executed the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Official Seal of Notary Public, State of Illinois, My Commission Expires 12/23/96. Mary Elaine Zoller, Notary Public, dated this 28th day of February A.D. 1994.

Please mail to OLD KENT BANK 403 N. Quantin Road Palatine, IL 60067. Send tax bills to: 403 N. Quantin Road Palatine, IL 60067. For information only insert street address of described property.

Prepared by: [Signature] Title: PALATINE

AS TRUSTEE OF THE MARIO D. CONTE REVOCABLE TRUST NO. 1, DATED 1/18/90 68664846 Exempt Under Provision of Paragraph E, Section 4 of the Illinois Real Estate Transfer Tax Act December 6, 1993

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 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 AS FOLLOWS:

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 thereof, and to resubdivide said property as often as desired to contract to sell, to grant options to purchase to sell or 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, dedicate, to mortgage, pledge or otherwise encumber said property or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commence in present or 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 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 property, or any part thereof, for other real or personal property, to grant easement or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant 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, or 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 trusts, conditions and limitations contained in this indenture and in said trust agreement or 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) 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.

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, profits 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, profits 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.

DEPT-01 RECORDING 425.00
 150014 TRAN 1440 04/18/94 11:15:00
 40749 # * -94-343989
 COOK COUNTY RECORDER

94343989

TRUST No.

DEED IN TRUST
(WARRANTY DEED)

TO
 OLD KENT BANK
 TRUSTEE

OLD KENT BANK
 ELMHURST, ILLINOIS

REC'D
 COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, An Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State Of Illinois.

DATED April 15, 1994

SIGNATURE: _____

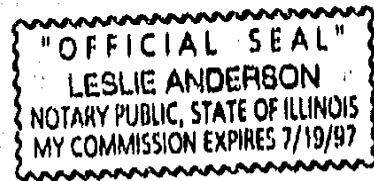
Grantor or Agent

Subscribed and sworn to before me by the said Grantor this 15th day of April,

1994

NOTARY PUBLIC

Leslie Anderson



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State Of Illinois.

Dated April 15, 1994

SIGNATURE: _____

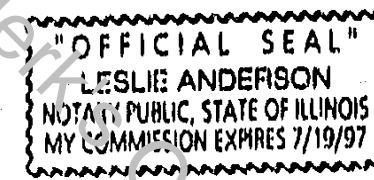
Grantor or Agent

Subscribed and sworn to Before me by the said Grantee this 15th day of April,

1994

Notary Public

Leslie Anderson



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

SC 311500-0

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Property of Cook County Clerk's Office

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