### **UNOFFICIAL COPY**

#### COLE TAYLOR BANK

'OFFICIAL SEAL'

JOAN'S HEACH MOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 06/12/99

TRUSTEE'S DEE	D	95644923
TRUST TO TRUST	1.	*323
(1)75712613 (2)	nasthy	
THIS INDENTURE, made	this 18th day of	
September 19 95	hetween COLE TAYLOR	
BANK, a banking corporation du	v organized and existing	. DEPT-01 RECORDING \$27.00
under the laws of the State of Illin	nois, and duly authorized	, DEFT-OI RECORDING
to accept and execute tru	sts within the State	740040 1044 2007 50700 105 17470400
of Illinois, not personally but as Tri		. 7\$0012 TRAN 6584 09/22/95 14:38:00
of deed or deeds in trust duly re	corded and delivered to	. \$1323 \$ DT *-95-644943
said corporation in pursuance of a	certain Trust Agreement.	. COOK COUNTY RECORDER 0.10%
said corporation in pursuance of a dated the 13 Engay of Auguand known as Trust Nursibe 4	51.3	// //Im
and known as Irust Nuriber	612 party of the U.	14
first part, and <u>MAROUETT</u>	E NATIONAL BAR	as Trustee under Trust Agreement dated 9/15/95, and known as Trust
a Number 13542 party r	Cthe peroud part	, as it usine timber it usi Myreement dated 9/15/95 ; and Missing as it uses
		Object 11 50620
		Chicago, 11, 60629
WITNESSETH, that said p	arty of the first part, in co	onsideration of the sum of \$10.00  and no/100ths
	Ten a	and no/100ths Dollars,
and other good and valuable col	isiderations in nand paid, o	foes hereby Convey and Quit Claim unto said party of the second part, the following
described real estate, situated in	COOK	Gounty, innois, to-wit.
second part.	appurtenances mereunions same unto said party of t	belonging.  he second part, and to the proper use, benefit and behoof forever said party of the
THE TERMS AND CONDITIE	ins appearing un the h	EVERSE SIDE OF THIS PASTRUMENT ARE MADE A PART HEREOF.
This deed is executed by the	party of the first part, as Tru	istee, as aforesaid, pursuant to direction and in the exercise of the power and authority?
granted to and vested in by the te	i ms of said Deed or Deeds	in Trust and the provisions of faid I rust Agreement above mentioned, including the
authority to convey directly to the	a irustee grantee nameo ne	erein, and of every other power and authority thereunto enabling. This Deed is made
subject to the itens of all trust de	eas and/or morigages upo	n said real estate, if any, recorded or repistered in said county.
	g party of the first part has	caused its corporate seal to be hereto artix d, and has caused its name to be signed at attested by its Trust Officer, the day and year first above written.
o these presents by its <u>LTO</u>	vice riesiuent at	a different by its least of index, the day and Jeen 131 above without
	COLET	FAYLOR BANK
	Ву:	Constance E. Considue LTO
	-,	Sitee, as aloresaid. Constance & Consider LTO  Vice President  LTO  LTO
	Attest:	Luillet Best LTO
	7111001. 	Trust Officer
STATE OF ILLINOIS	i, the undersign	ed, a Notary Public in and for said County, in the state aloresaid, DO HEREBY CERTIFY, bance E. Considine, LTO Vice President, and
	THA! CORS	C. Hart, Land Trust Officer, of COLE TAYLOR BANK, personally
	SS. Lucille known to me to	be the same persons whose names are subscribed to the foregoing instruments as
COUNTY OF COOK	such LTO	Vice President and Trust Officer respectively appeared before me this day in
	person and ack	nowledged that they signed and delivered the said instrument as their own free and street free and voluntary act of said Bank, for uses and ourgoses therein set forth; and

and purposes therein set forth.

Given under my hand and Notarial Seal this

BOX 333-CTI

18th September

the said frust Officer did also then and there acknowledge that said Trust Officer as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank for the uses

TO HAVE AND TO HOLD the real estate with the appurite lances upon the trusts and for the uses and purposes herein and in the 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, 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 praesenti 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 198 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 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, contracts to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of purchase money, rent or money horrowed 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 expedience of any act of said Trustee, or be obliged or privileged to inquire into any of the terms 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) fails 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 successors in trust, that such successor or successors in trust have been properly appointed and are suffy vested with all the titles, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither the 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 agents or attorneys may do or omit to do in or about said real estate or under the provinces 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 of 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 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 filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and 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 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 the Grantee the entire legal and equitable title in fees simple in and to all of the real estate 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 title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar support in accordance with the statute in such case made and provided.

Mail To:

ADB 5. La Salle Suite 2089 Chicago, IL 60604 Address of Property:

Unit 5-5130, Shadow Creek Drive and

Garages 23 and 24

Oak Forest II. 60452 This instrument was prepared by:

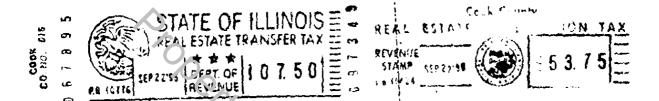
Constance E. Considine

**COLE TAYLOR BANK** 

5501W. 79th Street

Burbank, II. 60459

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9560492

Control Office

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#### LEGAL DESCRIPTION

Unit 5-5130 in Shadow Creek Condominium as delineated on the plat of survey of the following described real estate: Certain lots in Sherwood Forest, a planned unit development being a resubdivision in the Mortheast 1/4 of Section 21 Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the declaration of condominium recorded in the office of the recorder of deeds in Cook County, Illinois as Document 95149934 together with its undivided percantage interest in the common elements

Parcel 2

23 and 24

The Exclusive right to the use of Garages/, a Limited Common Element as Delineated on the survey attached to aforesaid declaration recorded as Focument 95149934.

"Grantor also hereby grants to the grantee, its successors and assigns, as rights and easements appurtenent to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium, aforesaid, and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said declaration for the benefit of the remaining property described therein."

"This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration the smae as though the provisions of said declaration were recited and stipulated at length herein."

SUBJECT TO: General real estate taxes for the year 1904 and subsequent years and conditions and restrictions of record.

95644923

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