PREPARED BY:

95776546

Jeffrey S. Arnold, Esq.
Rudnick & Wolfe
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601

SAFTER RECORDING, RETURN TO:

Daniel M. Loewenstein, Esq. Evans & Loewenstein, Ltd. 180 North LaSalle Street, Suite 2401 Chicago, Illinois 60601 DEPT-DI RECORDING

\$37.00

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 - COOK COUNTY RECORDER

This space reserved for Recorder's use only.

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TRUSTEE'S DEED IN TRUST

THIS INDENTURE, made this 1st day of November, 1995,

between

AMERICAN NATIONAL BANK And TRUST COMPANY OF CHICAGO, a National Banking Association, whose address is 33 North LaSalle Street, Chicago, Illinois, 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 Bank in pursuance of a certain Trust Agreement, dated the 23rd day of May, 1938, and known as Trust Number 105511-09 ("ANB Trust 105511-09"), as to an undivided eighty percent (80%) interest, and HELENT. SHARPE and THE NORTHERN TRUST COMPANY, not personally but solely as the Trustees of Trust "B" of the Byron C. Sharp: Trust dated May 30, 1972, as amended and restated on August 24, 1983, whose address is c/o The Northern Trust Company, 50 South LaSa le Street, Chicago, Illinois 60675 (the "Sharpe Trust"), as to an undivided twenty percent (20%) interest, as tenants in common (collectively, "Grantor"),

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, whose address is 33 North LaSalle Street, Chicago, Illinois, not personally but as Trustee under the provisions of a certain Trust Agreement, dated the 27th day of July, 1995, and known as Trust Number 120660-07 ("ANB Trop. 120660-07"), as to an undivided eighty-four and sixty-two one-hundredths percent (84.62%) interest, ARTHUR H. EVANS ("Evans"), whose address is 180 North LaSalle Street, Suite 2401, Chicago, Illinois, as to an undivided seven and sixty-nine one-hundredths percent (7.69%) interest, and ARTHUR GOLDNER ("Goldner"), whose address is 707 Skokie Boulevard, #100, Northbrook, Illinois, as to an undivided seven and sixty-nine one-hundredths percent (7.69%) interest, as tenants in common (collectively, "Grantee").

WITNESSETH, that the Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto the Grantee, as tenants in common in the percentages set forth above, the following described real estate, situated in Cook County, Illinois, to-wit:

LOTS 13, 14, 15, 16, 17, 18 AND 19 IN LIGARE'S SUBDIVISION OF PART OF BLOCK 20 IN GLENCOE, BEING A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject To: the permitted exceptions set forth on Exhibit A attached hereto and made a part hereof.

Commonly Known As: 337-353 Park Avenue and 338-350 Tudor Court, Glencoe, Illinois

Property Index Numbers: 05-07-200-038 and 05-07-200-039

together with the tenements and appurtenances thereunto belonging.

BOX 333-CTI

TO HAVE AND TO HOLD, the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein

TO HAVE AND TO HOLD, the said loss contains and in said Trust Agreement No. 120660-07 set forth.

THE TERMS AND CONDITIONS APPROPRIES. THE TERMS AND CONDITIONS APPEARING ON PAGE 3 OF THIS INSTRUMENT ARE MADE A PART

And the Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes afof the State of Illinois, providing for exemption or homestends from sale on execution or otherwise.

This deed is executed by ANB Trust 105511-09, 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 Trust Agreement No. 105511-09, including the authority to convey directly to the grantee Trustee named herein, and of every other power and authority thereunto enabling.

This deed is executed by Helen L. Sharpe and The Northern Trust Company, as Co-Trustees as aforesaid, in the exercise of the power and authority granted to and vested in them by the terms of the Sharpe Trust trust agreement.

A.G. IN WITNESS WILE COF, Grantor has caused this deed to be executed as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under a Trust Agreement dated May 23, 1988, and known as Trust No. 105511-09

By:(>11Mm	
Name: Title:	John Habitan	
Attest:	Stute	
Name:_	Antia y Turi	
Fide:	ASSISTANT SECRETARY	

Helro L. Sharpe Trust the agreey was sufer it is instrument now presentity but an trust, and a street that we not to be level liable in these individual expendence in any mar by roughs or the same. Any recourse hereeners to be hed only against the trust estate. HELEN L. SUPPE, not personally but solely as one of the two co-Trustees of Trust "B" of the Byron C. Sharpe Trust dated May 30, 1972, as exmended and restated on August 24, 1983

THE NORTHERN TRUST COMPANY, not personally but solely as one of the two co-Trustees of Trust "B" of the

Byron C. Sharpe Trust dated May 30, 1972, as amended and

restated on August 24, 1983

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By

10	s.	a. X	lale_	
Name:	MAR	KA HA	E	
its:	MICS ER	ESUDEAL		

95 Full power and authority is hereby granted to said Trustee (which for purposes of this page 3 only shall mean ANB Trust 120660-07) to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, b 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 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 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 casements or charges of any kir 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 caveyed, 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 commined 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 Registrat of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delive, 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 delivery every such deed, trust deed, lease, mortgage or other instrument and (a) 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 that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any purchal 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 child 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 funcs in the actual possession of the Trustee shall be applicable for the payment and discharge thereof.) All persons and corporations whomever 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 American National Bank and Trust Company of Chicago 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 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.

STATE OF ILLINOIS) SS.
COUNTY OF COOK) J. MICHAEL WHELAN
A MICHAEL MAELKIA
I, the undersigned, a Notary Public in and for said State and County, do hereby certify that
who is the MICE PRESIDE of American National Bank and Trust Company of Chicago, and ANTA MILITALS, who is the ASSISTANT SECRETARY REPRESIDES AND SECRETARY S
increase the ASSISTANT SECRETARY SEC
that they signed and delivered the foregoing instrument as their free and voluntary not and as the free and voluntary act of such Bank.
that they signed and delivered the foregoing instrument as their free and voluntary act of such Bank, as Trustee, for the uses and purposes therein set forth; and that the 'ASSISTANT', as custodian of the corporate seal of such Bank,
affixed the corporate seal to the foregoing instrument as her/his free and voluntary act and as the free and voluntary act of such Bank,
as Trustee, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this day of NOV 0 1 1995, 1995.
O _E mmwww,
"OFFICIAL SEAL"
ANNETTE G. FLOOD Notary Public, State of Illinois
My Commission Expires 10/20/98 Notary Public
My Commission Expires:
My Commission Expires:
7
STATE OF ILLINOIS =
REAL ESTATE TRANSFER TAX
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RB.10776 REVENUE

Property of Cook County Clerk's Office

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STATE OF ILLINOIS) SS.

1, the undersigned, a Notary Public in and for said State and County, do hereby certify that Helen L. Sharpe, as Co-Trustee of Trust "B" of the Byron C. Sharpe Trust dated May 30, 1972, as amended and restated on August 24, 1983, personally known to the to be the same person whose name is subscribed to the foregoing instrument as such Co-Trustee, appeared before me this day in the person and acknowledged that she signed and delivered the foregoing instrument as her free and voluntary act and as the free and voluntary act of such trust for the use and purposes therein set forth.

GIVEN under my hand and notarial seal this 3 day of 199

My Commission Expires:

4/17/96

MARY C. HALLIGAN
MARY PUBLIC GRACE OF ILLINOIS
MOTARY PUBLIC GRACE OF ILLINOIS
MY COMMISSION FACILITY OF ITME

REAL FEL CONTROL STATE NOV-8'95 (33.50)

STATE OF ILLINOIS) SS. COUNTY OF COOK

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Mark A. Hale, who is the Vice President of The Northern Trust Company, which is a Co-Trustee of Trust "B" of the Byron C. Sharpe Trust dated May 30, 1972, as amended and restated on August 24, 1983, personally known to me to be the same person whose name is subscribed to the foregoing Sinstrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of The Northern Trust Company, as Co-Trustee, as aforesaid, for the use and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of October, 1995.

My Commission Expires:

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EXHIBIT A

PERMITTED EXCEPTIONS

GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AS OF THE DATE OF THIS DEED.

BUILDING AND ZONING LAWS AND ORDINANCES.

ALL MATTERS SHOWN ON THE ALTA/ACSM LAND TITLE SURREY PREPARED BY RITZEL SURVEYING INC. AS PROJECT NO. 93-51-A, DATED OCTOBER 25, 1995.

MATTERS CALATED OR CAUSED BY GRANTEE OR ANYONE CLAIMING BY, THROUGH OR UNDER GRANTEE.

AGREEMENT LATARISETEMBER 3, 1948 AND RECORDED NOVEMBER 8, 1948 AS DOCUMENT 14437689 MADE BY FRANK P. HIXON AND NATIONAL STORIES LAUNDRY CO, AN ILLINOIS CORP. THAT WHEREAS THE FIRST PARTY OWNS LOTS 11 AND 12 IN ATCRESAID SUBDIVISION AND SECOND PARTY OWNS THE LAND AND THERE IS AN ENCROACHMENT OF THE BUILDING ON LOTS 11 AND 12 OVER THE LAND, THE PARTY OF THE FIRST PART IN CONSIDERATION OF THE SECOND PARTY NOT TAKING ANY ACTION TO EVICT SAME FOR SUCH TIME AS THE SOUTHWESTERLY WALL OF THE PRESENT STORE BUILDING OF THE FIRST PARTY SHALL REMAIN OVER THE NORTHEASTERLY LINE OF THE LAND, SAY FIRST PARTY AGREES TO RECOGNIZE AND RESPECT THE SECOND PARTY'S RIGHTS IN AND TO THE LAND EN TROACHED UPON AND ALSO WAIVES ANY RIGHTS IN OR TO SAID LAND, EXCEPT SUCH TEMPORARY RIGHTS AS MAY BY GRANTED BY THIS AGREEMENT, ALSO THAT NO ADDITIONAL STORIES SHALL BE ADDED TO THE BUILDING, UNITES THE ENTIRE WEST WALL OF SAID BUILDING SHALL BE CONSTRUCTED SO AS NOT TO ENCROACH UPON TAX LAND.

EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABUP OR MATERIAL HERETUPORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC PLOORDS.

CONDITIONS PROHIBITING THE MANUFACTURE OR SALE OF INTERMEDING DRINKS, GAMBLING, ETC. UPON BLOCK 20 AS CONTAINED IN DEED FROM JOHN NUTT, TRUSTED TO ALSXANDER HAMMOND DATED APRIL 1, 1870 AND RECORDED APRIL 6, 1870 AS DOCUMENT 58525.

NOTE: IN AGREEMENT DATED SEPTEMBER 9, 1935 AND RECORDED FEBRUARY 18, 1936 AS DOCUMENT 11762176 THERE IS DISCLOSED AN ENCROACHMENT OF A BUILDING OWNED BY THE STATE BANK AND TRUST COMPANY OF EVANSION AS TRUST NUMBER 859 OF APPROXIMATELY .07 FEET OVER THE EAST LINE OF THE LAND AND A FURTHER ENCROACHMENT OF THE COPING ON WEST WALL OF SAID BUILDING OF APPROXIMATELY 315 INCHES AND IS SO ANGLED AS TO THROW WATER AND REPUSE UPON THE LAND.

EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 17508393, AFFECTING THE NORTHEASTERLY 5 FEET OF THE NORTHWESTERLY 42 FEET OF LOT 16; SOUTHEASTERLY 9 FEET OF NORTHWESTERLY 51 FEET OF NORTHWESTERLY 52 FEET OF NORTHWESTERLY 53 FEET OF LOT 154; SOUTHEASTERLY 9 FEET OF NORTHWESTERLY 53 FEET OF LOT 155; SOUTHEASTERLY 9 FEET OF NORTHWESTERLY 54 FEET OF LOT 156; SOUTHEASTERLY 9 FEET OF NORTHWESTERLY 551 FEET OF LOTS 13, 14 AND 15 OF THE LAND.



UNOFFICIAL COPY MAP SYSTEM

CHANGE OF INFORMATION FORM

SCANABLE DOCUMENT.	READ THE	FOLLOY	VING RULES

- 1. Changes must be kept in the space limitations shown
- 3. Print in CAPITAL LETTERS with BLACK PEN ONLY

2. DO NOT use punctuation

4. Allow only one space between names, numbers and addresses

SPECIAL NOTE.

SIECRE HOIE
a TRUST number is involved, it must be put with the NAME, leave one space between the name and number
(Lyou do not have enough room for your full name, just your last name will be adequate
Property index numbers (PIN #) MUST BE INCLUDED ON EVERY FORM
PIN:
05-07-200-038-0000
NAME
ARTHUR GOLDNER Y ASSOC
MAILING ADDRESS:
STREET NUMBER STREET NAME - APT or UNIT
707 SKOKIE BLUD #100
CITY
NORTHBROOK
STATE: ZIP:
10 60062-
IU 60062-
PROPERTY ADDRESS:
STREET NUMBER STREET NAME = APT or UNIT
345 - SCITY TO R COUNT
6 L ENCOE
CTATE 7D

STREET NUMBER	STREET NAME = APT OF UNIT	
345 - 53	THE A PROPERTY OF THE PROPERTY	
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STATE:	ZIP:	
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UNOFFICIAL COPY MAP SYSTEM

CHANGE OF INFORMATION FORM

SCANABLE DOCUME	NT - READ THE	FOLLOWIN	C RIII FC
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- 1. Changes must be kept in the space limitations shown
- 3. Print in CAPITAL LETTERS with BLACK PEN ONLY

2. DO NOT use punctuation

4. Allow only one space between names, numbers and addresses

SPECIAL NOTE:

If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number. If you do not have enough room for your full name, just your last name will be adequate.

Property index numbers (PIN #) MUST BE INCLUDED ON EVERY FORM

PIN:
05-07-200-038-000
NAME
ARTHUR GOLDNER + ASSOC
MAILING ADDRESS:
STREET NUMBER STREET NAME = APT or UNIT
707 SKOKIE BLVD #100
CITY
CARTHBROOK T
STATE: ZIP:
TC 6006Z-
PROPERTY ADDRESS:

STREET NUMBER	STREET NAME = APT or UNIT	
337-43	TUDOR COUNT	
378 - 4 CITY	rabbio our	
5/2	ENCOE	
STATE:	ZIP:	
E.K.	60022-	