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COLE TAYLOR BANK

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95109307

**TRUSTEE'S DEED
TRUST TO TRUST**

THIS INDENTURE, made this 9th day of February 19 95, between COLE TAYLOR BANK a banking corporation duly 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 deed or deeds in trust duly recorded and delivered to said corporation in pursuance of a certain Trust Agreement, dated the 20th day of September 19 88 and known as Trust Number 94266 party of the first part, and LaSalle National Trust, N.A., a national banking association _____ as Trustee under Trust Agreement dated February 1, 1995, and known as Trust Number 119346 party of the second part.

DEPT-01 RECORDING 025.00
T80012 TRAN 2491 02/15/95 11:49:00
87965 4 RE *--95--109307
COOK COUNTY RECORDER

Grantee's Address: 175 South LaSalle Street, Chicago, Illinois 60603

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100's Dollars (\$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:

See Exhibit A attached hereto and incorporated herein.

2508

P.I.N. 04-28-300-028

Commonly known as 3703 West Lake Avenue, Glenview, Illinois

Together with the tenements and appurtenances thereto bearing.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever said party of the second part.

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

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 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 Trustee grantee named herein, and of every other power and authority thereunto enabling. This Deed is made subject to the liens of all trust 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 its _____ Vice President and attested by its Trust Officer, the day and year first above written.

COLE TAYLOR BANK
As Trustee, as aforesaid,
By: _____

Martin S. Edwards
Vice President

Attest: _____

Judith G. Kelly
Trust Officer

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT _____ Vice President, and _____ Trust Officer of COLE TAYLOR BANK, personally

known to me to be the same persons whose names are subscribed to the foregoing instruments as such _____ Vice President and Trust Officer 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, as the free and voluntary act of said Bank, for uses and purposes therein set forth; and the said Trust 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 and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of February, 19 95

OFFICIAL SEAL
MARITZA CASTILLO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-21-04

Maritza Castillo
Notary Public

Prepared By and Return To
David H. Addis
100 West Monroe Street
Chicago, IL 60603

BOX 333-CTI

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN MORELLI'S RESUBDIVISION OF LOTS 1, 2 AND 3 OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENTS IN FAVOR OF PARCEL 1, AFORESAID AS CREATED BY RECIPROCAL GRANT OF EASEMENTS DATED JULY 31, 1989 AND RECORDED AUGUST 4, 1989 AS DOCUMENT 89358281 FOR INGRESS AND EGRESS FROM AND TO LAKE AVENUE OVER SO MUCH OF LOT 1 IN SAID MORELLI'S SUBDIVISION AS IS PRESENTLY OR SUBSEQUENTLY IMPROVED AS PART OF A DRIVEWAY AND LANES FOR USE OF VEHICULAR TRAFFIC USED IN CONNECTION WITH SAID PARCEL 1, AND OVER THOSE PORTIONS OF LOT 1 IN SAID SUBDIVISION FOR THE USE OF MARKED PARKING SPACES OR LANES BETWEEN MARKED PARKING SPACES, THE PRESENT IMPROVEMENTS BEING THOSE DEPICTED ON THAT CERTAIN PLAT OF SURVEY PREPARED BY CERTIFIED SURVEY COMPANY DATED JULY 27, 1989 AND DESCRIBED AS ORDER NUMBER 740237-B, NOW OR HEREAFTER LOCATED PARTIALLY ON LOT 1 AND LOT 2 IN MORELLI'S SUBDIVISION AFORESAID.

~~EXEMPT UNDER PROVISIONS OF PARAGRAPH 1, SECTION 200.1-2 (B-6) OR PARAGRAPH 1, SECTION 200.1-4 (B) OF THE CHICAGO TRANSACTION TAX ORDINANCE.~~

~~BUYER, SELLER REPRESENTATIVE~~

Exempt under provisions of Paragraph 1, Section 4, Local Ordinance 4-178

February 10, 1995
Date

[Signature]
Buyer, Seller or Representative

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Party of the first part and party of the second part acknowledge and agree that notwithstanding the transaction contemplated hereby the Promissory Note dated September 1, 1988 given by T. J. Flanagan, Inc., predecessor in interest to Trustee given to Bank in the original principal amount of \$1,804,540.00, the Mortgage dated September 1, 1988 (the "Mortgage") recorded as Document No. 88444185, executed by T. J. Flanagan, Inc., predecessor in interest to Trustee for the benefit of Bank, as such mortgage has been amended from time to time, and all other documents executed in connection with the Mortgage or any amended, successor, or otherwise restated versions thereof or of any of the foregoing (collectively, the "Loan Documents") shall remain in full force and effect, now and hereafter, and the interest of the party of the second part in the within-described real estate by virtue of this deed shall not merge with the interests of the party of the second part or its successors' and assigns' under the Loan Documents. The acceptance by party of the second part of this deed shall not prejudice, limit, restrict or affect party of the second part's or its successors' and assigns' claim of priority under the Loan Documents over any other liens, claims, or encumbrances of any kind whatsoever. It is the express intention of party of the first part and party of the second part that party of the second part's interest in the within described real estate shall not merge with the interest or rights of party of the second part's or its successors' and assigns' under the Loan Documents, but will be and remain at all times separate and distinct, and party of the second part may hereafter sell or otherwise transfer the within-described real estate.

Lake.Oee

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