

UNOFFICIAL COPY

TRUSTEE'S DEED IN TRUST

96763592

76-17-095D2056

THIS INDENTURE, made this 1st day of October 1996 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, 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 February 29, 1996 known as Trust Number 5030-AH party of the first part, and

DEPT-01 RECORDING \$29.00
TRAN 2270 10/07/96 15:14:00
*9797 *ER *-96-763592
COOK COUNTY RECORDER

(Reserved for Recorder Use Only)

Union National Bank and Trust Company of Elgin
101 E. Chicago Street, Elgin, IL 60120

as Trustee under the provisions of a certain Trust Agreement, dated the 2nd day of October 1996, and known as Trust Number 1457 party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration 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 ATTACHED LEGAL DESCRIPTION

Commonly Known As 1425-1435 E. Argosheim Road, Arlington Heights, IL 60005

Property Index Number 08-23-202-041, 042

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

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

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

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 it 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 grantee Trustee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of a 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 one of its officers, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as aforesaid, and not personally,

By MICHAEL WHELAN [VICE PRESIDENT]

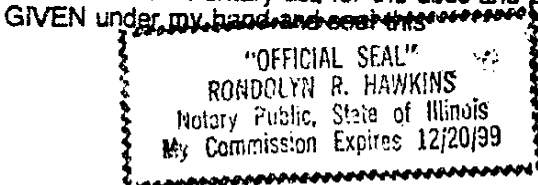


STATE OF ILLINOIS
COUNTY OF COOK

RONDOLYN R. HAWKINS
said County, in the State aforesaid, do hereby certify

, a Notary Public in and for

Chicago personally known to me to be the said person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.



day of OCT 03 1996
Rondolyn R. Hawkins
NOTARY PUBLIC

Prepared By: American National Bank & Trust Company of Chicago
MAIL TO: David S. Martin - Keck, Mahin & Cate, 77 W. Wacker Drive, Chicago, IL 60601

BOX 333-CTI

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29

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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 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, 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 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 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 charge 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.

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EXHIBIT A

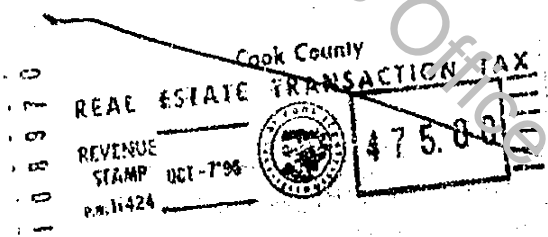
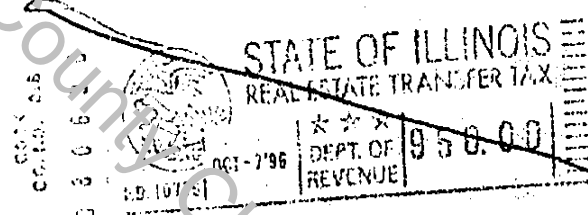
LEGAL DESCRIPTION

ALL THAT PART OF THE WEST 1272.95 FEET OF LOT 3 LYING SOUTH OF ALGONQUIN ROAD IN LINNEMANN'S DIVISION OF THE SOUTH THREE-QUARTERS OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH 477.78 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTHWARD ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4 A DISTANCE OF 133.01 FEET TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 223.94 FEET; THENCE NORTHWARD AT RIGHT ANGLES TO THE SAID SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 412.74 FEET TO A POINT ON THE SOUTHERLY LINE OF ALGONQUIN ROAD; THENCE NORTHWESTERLY ALONG THE AFORESAID SOUTHERLY LINE OF ALGONQUIN ROAD, A DISTANCE OF 245.51 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTHWARD ALONG THE SAID WEST LINE, A DISTANCE OF 530.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 08-23-202-041, 042

1425-1435 East Algonquin Road
Arlington Heights, Illinois



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EXHIBIT B

PERMITTED EXCEPTIONS

Existing building and use restrictions; covenants, conditions and restrictions of record; private, public and utility easements; existing leases and tenancies; general taxes for the year 1996 and subsequent years; and

Encroachment of the concrete curb and fence located mainly on the land onto the property West and adjoining by varying amounts of 2.68 feet to 7.84 feet, shown on plat of survey number 96070 prepared by Christian-Roge & Ribando dated July 11, 1996.

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK } SS.

Michael Giterman, Assistance Vice President of American National Bank and Trust Company of Chicago, successor to NBD Bank

, being duly sworn on oath, states that

his office is ~~located~~ at Three First National Plaza, Chicago, Illinois 60603. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

the conveyance fails in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

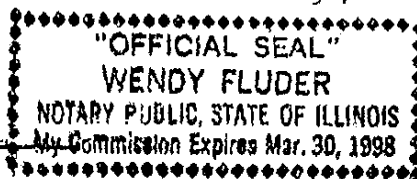
Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Michael Giterman, Assistant Vice President of American National Bank and Trust Company of Chicago, successor to NBD Bank

SUBSCRIBED and SWORN to before me

this 4 day of October, 19 96.

Notary Public



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