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Trust to Trust Contingency Trustee's Deed - Deed in Trust

96791986

THIS INDENTURE made this 11th day of ~~October~~ SEPT. 19 96 between HARRIS BANK PALATINE, *a National Association organized and existing under the National Banking Laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois not personally, but solely 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 5th day of

November 19 92 AND known as Trust Number 13453 party of the first part and **AMERICAN NATIONAL BANK OF CHICAGO, As Trustee Under Trust No. 5095AH DTD 9-16-96** party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND 00/100'S Dollars and other good and valuable considerations in hand paid does hereby convey and quit-claim unto said parties of the second part, the following described real estate situated in Cook County, Illinois, to wit:

* As Successor Trustee to Harris Bank Roselle

AS PER RIDER ATTACHED

I.L.N. 07 12 300 010 0000

SUBJECT TO: Conditions, covenants, restrictions, easements, general real estate taxes for the year 1993 and subsequent years and all other matters of record, if any.

together with the tenements and appurtenances thereunto belonging.

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

THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECEIVED ON THE REVERSE SIDE HEREOF AND INCORPORATED HEREIN BY REFERENCE.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to 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, 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 given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

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 and attested by another of its officers, the day and year first above written.



40811

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HARRIS BANK PALATINE, N.A.
as Trustee aforesaid, and not personally

By: Donna M. Kerins
Donna M. Kerins, Land Trust Officer

Attest: Penelope M. Johns
Penelope M. Johns, AVP & LTO

VILLAGE OF SCHAUMBURG
DEPT. OF FINANCE AND ADMINISTRATION REAL ESTATE TRANSFER TAX

DATE 10/14/96

AMT. PAID 1,900.00

Handwritten: Land Title XL-810240 CB 193 28

Handwritten: 2550

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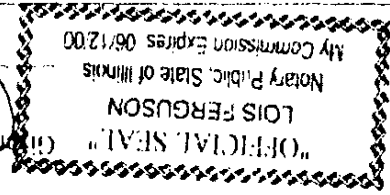
DATE

NAME
STREET
CITY

FAX MAILING ADDRESS

ADDRESS OF PROPERTY

1321 Tower Drive
Schauenburg, IL 60173



Notary Public

October 19 96

Donna M. Kerins, Land Trust Officer
Penelope M. Johns, AVP & LTO

of HARRIS BANK PALATINE, National Association and

STATE OF ILLINOIS)
COUNTY OF Cook)
I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that)

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.
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 and 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 considerations to convey said real estate or any part thereof to a successor in trust and to grant to such successor or successors in trust all the title of 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, from time to time in possession or reversion, by leases to commence in present 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, 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, whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.
This conveyance is made upon the express understanding and condition the neither Harris Bank Palatine, N.A., individually or as Trustee, nor its 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 the 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 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 and interest in the earnings 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 and interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Harris Bank Palatine, N.A. the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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LOT 2 IN SCHAUMBURG INDUSTRIAL PARK UNIT NO. 1 BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, AND PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT RECORDED OCTOBER 2, 1964 AS DOCUMENT NO. 19263036, EXCEPT THAT PART DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD, WITH THE EASTERLY PROPERTY LINE OF SAID LOT 8; THENCE WEST ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 75 FEET TO A POINT; THENCE SOUTHEASTERLY A DISTANCE OF 101.55 FEET TO A POINT ON THE SAID EASTERLY PROPERTY LINE; THENCE NORTH A DISTANCE OF 69.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP OCT 11 1966
NO. 1-422

220.00

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 11 1966
NO. 1-422

999.00

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP OCT 11 1966
NO. 1-422

345.00

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 11 1966
NO. 1-422

999.00

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP OCT 11 1966
NO. 1-422

385.00

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 11 1966
NO. 1-422

999.00

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