

# UNOFFICIAL COPY

97491259

## TRUSTEE'S DEED IN TRUST

7-6-51-11-9  
D-2

THIS INDENTURE, dated 6-19-97  
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 5-1-72  
known as Trust Number 76690 party of the first  
part, and

COLE TAYLOR BANK, C/O MICHAEL J. TUCHMAN, ESQUIRE, LEVENFELD, EISENBERG, JANGER &  
GLASSBERG, 33 W. MONROE ST., 21ST FLOOR, CHGO IL 60603-5448  
as Trustee under the provisions of a certain Trust Agreement, dated 12-2-96,  
and known as Trust Number 96-7025 party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars (\$10.00) 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:

DEPT-01 RECORDING \$25.00  
T40012 TRAN 5854 07/08/97 13:04:00  
66479 \$ ER #-97-491259  
COOK COUNTY RECORDER

(Reserved for Recorders Use Only)

25

### SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 1721, 1722 & 1728 LOCUST PL, 1725, 1726 1730 BIRCH PL, 1724, 1727 & 1731 LOCUST  
PL, 1700, 1704 & 1707 MAPLE PL, SCHAUMBURG IL 60195

Property Index Number 07-12-202-007-0000  
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 ATTACHED PAGE 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 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 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 \_\_\_\_\_  
GREGORY S. KASPRZYK, VICE PRESIDENT

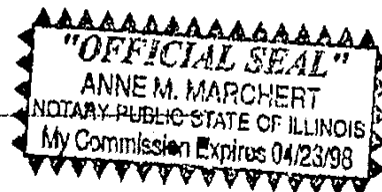
Prepared By: American National Bank and  
Trust Company of Chicago

97491259

STATE OF ILLINOIS ) I, the undersigned, a Notary Public in and for said County and State, do hereby certify  
COUNTY OF COOK ) GREGORY KASPRZYK an officer of American National Bank and Trust Company of  
Chicago personally known to me to be the same 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.  
GIVEN under my hand and seal, dated June 19, 1997.

BOX 333-CTI

*Anne M. Marchert*



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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 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 99 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 hereunder, (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 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 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.

REV: 1996

MAIL TO: Michael J. Tuchman  
Lavenfeld, Eisenberg et al  
33 W. Monroe  
31st Floor  
Chicago, IL 60603

42891 AP  
VILLAGE OF SCHAUMBURG  
DEPT. OF FINANCE AND ADMINISTRATION REAL ESTATE TRANSFER TAX  
DATE 7-1-97  
AMT. PAID 11,050.00

97491259

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F111  
Lakewood

## EXHIBIT 1.6

THAT PART OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTH EAST 1/4 CORNER OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 724.412 FEET; THENCE DUE SOUTH 394.416 FEET; THAT C DUE WEST 55.0 FEET; THENCE SOUTH 44 DEGREES 32 MINUTES SECONDS WEST 170.680 FEET; THENCE DUE SOUTH 304.707 FEET TO A POINT ON THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72, SOUTH POINT BEING 437.185 FEET EASTERLY OF THE INTERSECTION OF THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 12, AS MEASURED ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72; THENCE SOUTH 81 DEGREES 13 MINUTES EAST ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72; A DISTANCE OF 115.385 FEET; THENCE NORTH 8 DEGREES 47 MINUTES 00 SECONDS EAST, A DISTANCE OF 25 FEET ALONG THE WESTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72. 1; THENCE SOUTH 8 1 DEGREES 13 MIN 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72. 1, 792.410 FEET TO THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST 846.92 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE NORTH AND SOUTH QUARTER LINE, A DISTANCE OF 569.91 FEET TO A POINT, THENCE TURNING AN ANGLE OF 98 DEGREES 39 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING THENCE SOUTHEASTERLY A DISTANCE OF 437.185 FEET TO THE POINT OF BEGINNING OF THE EXCEPTION TO BE HEREIN DESCRIBED, SAID POINT BEING ON THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY, THENCE CONTINUING ALONG THE LAST DESCRIBED LINE EXTENDED FOR A DISTANCE OF 115.385 FEET; THENCE TURNING AN ANGLE LEFT 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING NORTHERLY A DISTANCE OF 25 FEET TO A POINT; THENCE TURNING AN ANGLE RIGHT OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING EASTERLY, A DISTANCE OF 792.41 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 12 SAID POINT BEING ON THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTHERLY ALONG THE SAID EAST LINE, A DISTANCE OF 121.07 FEET TO A POINT; THENCE TURNING AN ANGLE LEFT OF 81 DEGREES 06 MINUTES 18 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING NORTHWESTERLY, A DISTANCE OF 233.45 FEET TO A POINT; THENCE TURNING AN 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING SOUTHERLY, A DISTANCE OF 85 FEET TO A POINT; THENCE TURNING AN ANGLE RIGHT OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING NORTHWESTERLY FOR A DISTANCE OF 245 FEET TO A POINT; THENCE TURNING AN ANGLE LEFT 5 DEGREES 43 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED NORTH AND RUNNING WESTERLY FOR A DISTANCE OF 415.506 FEET; THENCE SOUTH 18.408 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

97491259

56127683

Tax ID # 07-12-202-007

1931 PRAIRIE, SCHAUMBURG

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COOK  
CO. NO. 018  
2 6 6 7 0 2  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 5 6 6 9 8  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 6 6 7 0 3  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 6 6 7 0 1  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 6 6 6 9 9  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 6 6 7 3 6  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 6 6 7 0 5  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 6 6 7 0 4  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 6 6 7 0 3  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 5 6 7 0 7  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 999.00  
P.R. 10686

COOK  
CO. NO. 018  
2 6 6 7 0 8  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUL - 8 '97 DEPT. OF REVENUE \*\*\* 640.50  
P.R. 10686

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP JUL - 8 '97  
P.R. 11424 999.00

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP JUL - 8 '97  
P.R. 11424 999.00

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP JUL - 8 '97  
P.R. 11424 999.00

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP JUL - 8 '97  
P.R. 11424 999.00

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP JUL - 8 '97  
P.R. 11424 999.00

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP JUL - 8 '97  
P.R. 11424 320.25

97491259

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## PLAT ACT AFFIDAVIT

STATE OF ~~ILLINOIS~~ MARYLAND }  
COUNTY OF ~~COOK~~ MONTGOMERY } SS.

The undersigned \_\_\_\_\_, being duly sworn on oath, states that

\_\_\_\_\_ resides at \_\_\_\_\_ 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 falls 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 it makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.  
NEW FIFTH LAKEWOOD ASSOCIATES LIMITED  
PARTNERSHIP, By C.R.H.C., Incorporated,  
its general partner

By: \_\_\_\_\_

SUBSCRIBED and SWORN to before me

this 23rd day of June, 19 97.

J. Elaine Willison

Notary Public

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Property of Cook County Clerk's Office