

**TRUSTEE'S DEED**

THIS INDENTURE, made

this 12 TH DAY OF  
NOVEMBER, 1997, between  
GLENVIEW STATE BANK, an  
Illinois Banking  
Corporation, Trustee under

the provisions of a deed or deeds in trust, duly recorded and delivered to  
said Bank in pursuance of a trust agreement dated the 21ST day of DECEMBER,  
1982 , and known as Trust No. 3085, party of the first part, and

THOMAS H. MALONEY, TRUSTEE OF THE THOMAS H. MALONEY TRUST DATED 2/4/74,  
AND KATHERINE J. MALONEY, TRUSTEE OF THE KATHERINE J. MALONEY TRUST DATED  
8/30/93, EACH AS TO AN UNDIVIDED 50% INTEREST AS TENEANTS IN COMMON

parties of the second part.

Address of Grantee(s): 2325 BURR OAK ROAD, NORTHFIELD, IL 60093

**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  
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:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

PERMANENT INDEX NUMBER: 04-23-401-109-0000

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION & WITH AUTHORITY TO CONVEY  
DIRECTLY TO THE TRUSTEE GRANTEE NAMED HEREIN. THE POWER & AUTHORITY  
CONFERRED UPON SAID TRUSTEE GRANTEE ARE RECITED ON THE RIDER ATTACHED  
HERETO AND INCORPORATED HEREIN BY REFERENCE.

Together with the tenements and appurtenances thereunto belonging.

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

SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

This deed is executed by the party of the first part, as  
Trustee, as aforesaid pursuant to and in the exercise of the power

**BOX 333-CT1**

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COOK COUNTY CLERK'S OFFICE

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.

IN WITNESS WHEREOF, said part 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.

as Trustee as aforesaid  
By: *[Signature]* Vice President  
Attest: *[Signature]* 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 **KAREN SHADDOCK-YOUNG**, Vice President of the Glenview State Bank, and **PEG IANCIONI**, Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes herein 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 herein set forth.

Given under my hand and Notarial Seal this 10th day of November 1997.



*[Signature]*  
Notary Public

Mail to:

WILLIAM R. VER HUEL  
2530 CRAWFORD, EVANSTON IL 60201,  
OR AS DIRECTED BY JACKIE MANN,  
CONTROLLER, THE BLIETZ ORGANIZATION, INC.

Address of Property:

214 REGENT WOOD ROAD  
NORTHFIELD IL 60093

The above address is for information only and is not a part of this deed.

THIS INSTRUMENT PREPARED BY  
KAREN SHADDOCK-YOUNG  
GLENVIEW STATE BANK  
600 WAUKEGAN ROAD  
GLENVIEW, ILLINOIS 60025  
PURSUANT TO DIRECTION TO CONVEY

EXHIBIT A

PARCEL 1:

UNIT 214 IN THE REGENT VILLAS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN COURTS OF REGENT WOOD UNIT 3, BEING A SUBDIVISION OF PARTS OF LOTS 25 AND 26 IN COUNTY CLERK'S DIVISION PURSUANT TO SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON OCTOBER 25, 1990 AS DOCUMENT 90522110 IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 94610445, AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES P2-6 AND P2-7 AND STORAGE SPACE W/S2-3 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 94610445, AS AMENDED FROM TIME TO TIME.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

COOK COUNTY CLERK'S OFFICE  
RECORDED  
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OCT 17 1991  
CHICAGO, ILL.

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the 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, 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, contracts to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of 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 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 titles, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither the 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 agents or attorneys may do or omit to do in or about 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 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 filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and 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 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 the Grantee the entire legal and equitable title in fees simple in and to all of the real estate 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 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 B

- A. General real estate taxes and special assessments not due and payable at the time of Closing and subsequent years;
- B. Applicable zoning and building laws and ordinances;
- C. The Subdivision Plat, Declaration and By-Laws, including all amendments and exhibits thereto, and including all of the covenants, conditions, easements and restrictions set forth therein;
- D. Covenants, conditions, restrictions and other matters of record;
- E. Private, public and utility easements;
- F. Rights of the public, the State of Illinois, County of Cook and the Village of Northfield in and to that part of the Property taken or used for road purposes;
- G. Easement dated June 11, 1980 and recorded July 11, 1980 as document 25512650 made by Lenore E. Fitzsimons, as executor of the Estate of Francis R. Fitzsimons (deceased) to the Village of Northfield, of a non-exclusive and perpetual right and easement for the purpose of installation, maintenance, repair and replacement of all underground water lines, storm and sanitary sewers over the East 17 feet of the West 50 feet of the Property;
- H. Provisions of an Ordinance to Authorize a planned Development of Certain Property pursuant to Article XV of the Zoning Ordinance of the Village of Northfield adopted by Board of Trustees of the Village of Northfield, dated October 21, 1980 and recorded November 24, 1980 as document number 25678354, as amended from time to time;
- I. Provisions contained in an Ordinance recorded November 13, 1985, as document number 85280064 amending Ordinance No. 289 described in H. above;
- J. Easement dated April 27, 1984 and recorded May 9, 1984 as document number 27079144 made by Glenview State Bank as Trustee under Trust Agreement dated December 21, 1982 and known as Trust No. 3085 to LaSalle National Bank as Trustee under Trust Agreement dated July 15, 1983 and known as Trust No. 106820;
- K. Acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser;
- L. Leases, licenses and agreements related to landscaping,

maintenance, repair, snow removal, refuse, or other services to, for or on the Property or otherwise affecting the Common Area.

M. Terms, provisions, covenants and conditions of the Declaration of Condominium recorded as document 94810445 and all amendments thereto; public and utility easements including any easements established or implied from the Declaration of Condominium or amendments thereto; party wall rights and agreements, limitations and conditions imposed by the Condominium Property Act; installments due after the date of closing of general assessments established pursuant to the Declaration of Condominium, and

N. Any other matters over which Chicago Title Insurance Company shall issue a standard endorsement or which otherwise shall be insured over by Chicago Title Insurance Company.

Property of Cook County Clerk's Office