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97000270

76408522

TRUSTEE'S DEED

97056607

THIS INDENTURE, made this 9th day of January, 1997, between First Bank National Association, of Des Plaines, Illinois, as 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 24th day of April, 1982, and known as Trust Number 20242024, Party of the First Part and

~~Michael A. Esposito and Carolee Esposito, joint tenants with right of survivorship and not as tenants in common, Party(ies) of the Second Part.~~ <sup>not as</sup> **\*\* HUSBAND AND WIFE**

but as tenants by the entirety.  
Address of Grantee(s): 115 Marcella Road, Mount Prospect, Illinois 60056

DEPT-01 RECORDING \$27.00  
T40012 TRAN 3840 01/24/97 15:23:00  
\$4747 ÷ RC \*-97-056607  
COOK COUNTY RECORDER

27.00  
[Signature]

WITNESSETH, that Party of the First Part, in consideration of the sum of Ten and no/100 Dollars, (\$10.00) and other good and valuable consideration in hand paid, does hereby convey and quitclaim unto said Party(ies) of the Second Part, the following described real property, situated in the County of Cook, State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION 4427 Senar Court, Mt. Prospect, IL 60056

together with the tenants and appurtenances thereunto belonging.  
Permanent Real Estate Index Number(s): Part of 08-11-100-011, 08-11-100-013 and 08-11-100-027  
TO HAVE AND TO HOLD the same unto said Party(ies) of the Second Part as aforesaid and to the proper use, benefit and behalf of said Party(ies) of the Second Part forever.

SUBJECT TO:

This deed is executed pursuant to and in exercise of the power and authority granted to and vested in said Trustee by the terms of the said deed or deeds in trust delivered to said Trustee in pursuance of the Trust Agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage, if any there be, of record in said county affecting the said real property or any part thereof given to secure the payment of money and remaining unleased at the date of the delivery thereof.

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 Trust Officer and attested to by its Trust Representative, the day and year first above written.

ATTEST

FIRST BANK N.A.  
as Trustee as aforesaid,

By: [Signature]  
Trust Representative

By: [Signature]  
Trust Officer

97056607

BOX 333-CTI

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STATE OF ILLINOIS )  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James R. Helms, Trust Officer of FIRST BANK NATIONAL ASSOCIATION, and Eric J. Anderson, Trust Representative thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Representative 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, as Trustee, for the uses and purposes therein set forth and the said Trust Officer did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:

GIVEN under my hand and Notary Seal this  
9th day of January, A.D., 1997



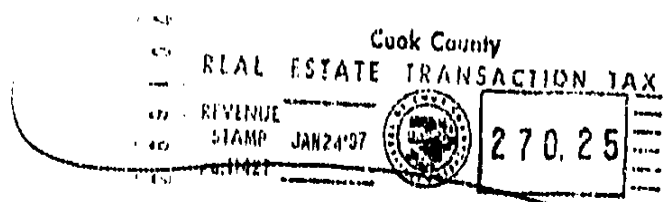
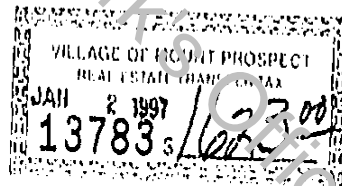
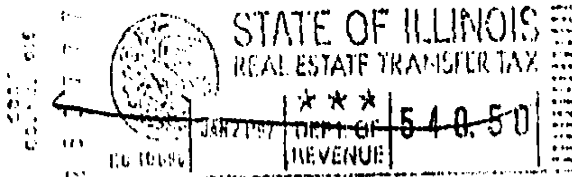
Natalya Kravivko  
Notary Public

AFTER RECORDING, MAIL THIS

DEED TO: Steve Saw  
205 Clark Street, Suite 2210  
Chicago, IL 60603

THIS INSTRUMENT WAS PREPARED BY:

First Bank National Association  
701 Lee Street  
Des Plaines, IL 60016



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Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real property or any part thereof, to dedicate parks, streets, highways 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 property 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 property, or any part thereof, to lease said real property, or any part thereof, from time to time, in possession or reversion, by lease 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 99 years, and to renew or extend lease 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 hereafter, to contract to make leases and to grant options to lease or 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 property, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real property or any part thereof, and to deal with said real property and every part thereof in all other way 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 trust, Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or 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 to said real estate, or be obliged to see that the terms of this trust have been complied with, or to 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 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendment thereof, in 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 FIRST BANK NATIONAL ASSOCIATION, 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 property 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 property.

The interest of each and every beneficiary hereunder and under said Trust Agreement and all of the persons claiming under them or any of them shall only in the earnings, avails and proceeds arising from the sale or any other disposition of said real property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in and to said real property as such, but only an interest in the earnings, avails proceeds thereof as aforesaid, the intention hereof being to vest in said FIRST BANK NATIONAL ASSOCIATION the entire legal and equitable title in fee simple, in and to all of the above-described real property.

If the title to any of the above-described real property 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 or similar import, in accordance with the statute in such case made and provided.

FIRST BANK NATIONAL ASSOCIATION  
701 LEE STREET  
DES PLAINES, ILLINOIS 60016

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RECORDS

## LEGAL DESCRIPTION

Lot 10 in Whispering Creek Estates, being a subdivision in the Northwest Quarter of Section 11, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

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