

UNOFFICIAL COPY 88434179

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1998-05-26 14:08:45  
Cook County Recorder 25.50

TRUSTEE'S DEED IN TRUST

THIS INDENTURE, dated MAY 8, 1998  
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 DECEMBER 6, 1996  
known as Trust Number 121816-08 party of the first  
part, and

(Reserved for Recorders Use Only)

OAK BROOK BANK

as Trustee under the provisions of a certain Trust Agreement, dated JUNE 1, 1993,  
and known as Trust Number 1598, 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:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As UNIT 307, 705 11<sup>TH</sup> ST, WILMETTE IL 60091

Property Index Number 05-34-106-018-0000

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  
hereunto 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 hereunto 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,

Prepared By:  
American National Bank and Trust  
Company of Chicago  
120 S. La Salle St., Chicago, IL 60603

By EILEEN F. NEARY TRUST OFFICER

STATE OF ILLINOIS ) I, the undersigned, a Notary Public in and for said County and State, do hereby certify  
COUNTY OF COOK ) EILEEN F. NEARY TRUST OFFICER 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 MAY 8, 1998.

NOTARY PUBLIC



MAIL TO: Gregory F. Smith, 1900 Spring Rd., #200, Oak Brook, IL 60523-1495  
MAIL TAX BILL TO: Steven Armstrong and Linnea Ghilardi, Unit 307, 705 11th St., Wilmette, IL 60091

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 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 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.

## PARCEL 1:

UNIT 307 IN OPTIMA CENTER WILMETTE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF CERTAIN PARTS THEREOF IN THAT LAND, PROPERTY AND SPACE CONTAINED WITHIN, ABOVE AND BELOW LOT 2 IN OPTIMA CENTER WILMETTE RESUBDIVISION IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MARCH 12, 1998, AS DOCUMENT 98195940, IN COOK COUNTY ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.

## PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 59 AND 60, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 98195940.

## PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED IN THE AGREEMENT AND DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS MADE AS OF JANUARY 9, 1997 BY AND AMONG GUS DEMAS BUILDING CORPORATION AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 6, 1996, AND KNOWN AS TRUST NUMBER 121816-08, RECORDED JANUARY 10, 1997 AS DOCUMENT 97024474, FOR THE PURPOSES OF VERTICAL SUPPORT FROM PILLARS, BEAMS, MEMBERS, JOISTS, WALLS, HORIZONTAL SLABS, CEILINGS, FLOORS, AND OTHER SUPPORTS OF WHATEVER NATURE NOW OR HEREAFTER CONSTRUCTED OR EXISTING IN THE RETAIL PARCEL (AS DEFINED THEREIN); FOR CONNECTION OF UTILITY EQUIPMENT APPURTENANT TO THE LAND LOCATED IN THE RETAIL PARCEL AND THE RIGHT OF ACCESS THERETO.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS AS RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION ARE RECITED AND STIPULATED AT LENGTH HEREIN.

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP MAY 26/98  
197.00

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## SUBJECT TO:

(a) current general real estate taxes for subsequent years and special taxes or assessments; (b) the Act; (c) the Declaration; (d) applicable zoning, planned development and building laws and ordinances and other ordinances of record; (e) encroachments onto the Property, if any; (f) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (g) covenants, conditions, agreements, building lines and restrictions of record; (h) easements recorded at any time prior to Closing, including any easements established by or implied from the Declaration or amendments thereto and any easements provided therefor; (i) rights to the public, the Village of Wilmette and adjoining contiguous owners to use and have maintained any drainage ditches, feeders, laterals and water detention basins located in or serving the Property, (j) roads or highways, if any; (k) Purchaser's mortgage, if any; (l) liens, encroachments and other matters over which "Title Company" (hereinafter defined) is willing to insure at Seller's expense; and (m) liens or encumbrances of a definite or ascertainable amount which may be removed at the time of Closing by payment of money at the time of Closing. The above shall not affect Purchasers' use and enjoyment of the Purchased Unit as a residence.

Village of Wilmette  
Real Estate Transfer Tax \$1,000.00

1000 - 474 MAY 13 1998  
Issue Date \_\_\_\_\_

Village of Wilmette \$80.00  
Real Estate Transfer Tax

Eighty - 63 MAY 13 1998  
Issue Date \_\_\_\_\_

Village of Wilmette \$2.00  
Real Estate Transfer Tax

Two - 34 MAY 13 1998  
Issue Date \_\_\_\_\_

Village of Wilmette \$100.00  
Real Estate Transfer Tax

100 - 1378 MAY 13 1998  
Issue Date \_\_\_\_\_



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