

UNOFFICIAL COPY

TRUSTEE'S DEED IN TRUST

98792301

DEPT-01 RECORDING \$27.00
 T#0009 TRAN 3776 09/04/98 11:11:00
 #1424 # RC *-98-792301
 COOK COUNTY RECORDER

98080472 CT1
 7755539 07/18/3

The above space for recorder's use only

THIS INDENTURE, made this 31st day of August, 1998, between FIRST UNITED BANK, an Illinois 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 Illinois banking association in pursuance of a certain Trust Agreement, dated the 20th day of February, 1997, and known as Trust Number 1828, party of the first part, and MOUNT GREENWOOD BANK of 11850 S Harlem, Palos Heights, IL as Trustee under the provisions of a certain Trust Agreement dated the 2nd day of November, 1992, and known as Trust Number 5-1017, party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of \$10.00 Ten and no/100----- Dollars, and other good and valuable considerations 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 LEGAL DESCRIPTION RIDER ATTACHED

PIN#31-06-210-006 PIQ & OP
 COMMON ADDRESS: 6721 Pond View Dr., Tinley Park, IL 60477

GRANTEE: FOUNDERS BANK (successor by merger to Mount Greenwood Bank)
 u/t/a dated 11/20/92 and known as Trust #5-1017

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.

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 Trustee grantee 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.

BOX 333-CTI

98792301

UNOFFICIAL COPY

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 in 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 present 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 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 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 subject 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 the 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.

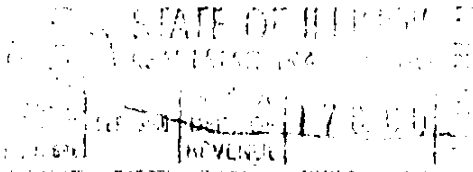
173-888 ADD

98792301

UNOFFICIAL COPY

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 duly authorized officers, the day and year first above written.

FIRST UNITED BANK
as Trustee, as aforesaid, and not personally,



By Linda Lee Lutz
Title: Linda Lee Lutz, Land Trust Officer

Attest Thomas G. Colgan, Sr.
Title: Thomas G. Colgan, Sr., Vice President

STATE OF ILLINOIS,
COUNTY OF WILL SS.

This instrument
prepared by:

Linda Lee Lutz

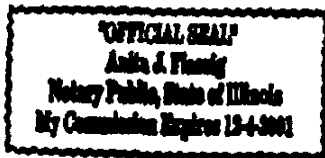
FIRST UNITED BANK
7626 W Exchange St
Glenview, IL 60417
7626 W Lincoln Highway
Frankfort, IL 60423

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this deed are personally known to me to be duly authorized officers of the FIRST UNITED BANK and that they appeared before me this day in person and severally acknowledged that they signed and delivered this deed in writing as duly authorized officers of said corporation and caused the corporate seal to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st
day of August, 19 98.

Commission expires 12-4 2001
19

Anita J. Florig
Notary Public

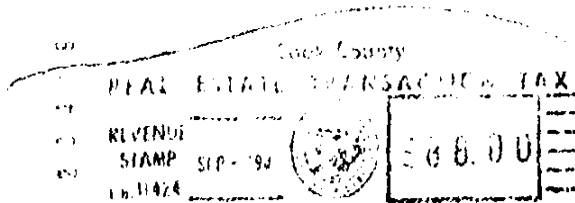


D NAME Mt. Greenwood Bank
E u/t #5-1017
L STREET 11850 S Harlem
I CITY Palos Heights, IL 60463
V
E
R INSTRUCTIONS OR
Y RECORDER'S OFFICE BOX NUMBER _____

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

6721 Pond View Dr.
Tinley Park, IL 60477

98792301



UNOFFICIAL COPY

Property of Cook County Clerk's Office

CLERK OF SUPERIOR COURT
JAN 14 1998
COURT HOUSE
CHICAGO, ILL. 60601

UNOFFICIAL COPY

LEGAL DESCRIPTION RIDER
FIRST UNITED BANK AS TRUSTEE U/T#1828

THE SOUTHWESTERLY 41.00 FEET OF THE NORTHEASTERLY 84.00 FEET OF THAT PART OF LOT 23 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 23 AFORESAID; THENCE SOUTH 30 DEGREES 14 MINUTES 56 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF LOT 23 AFORESAID, 11.35 FEET; THENCE NORTH 59 DEGREES 45 MINUTES 04 SECONDS WEST 32.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30 DEGREES 14 MINUTES 56 SECONDS WEST, 205.00 FEET; THENCE NORTH 59 DEGREES 45 MINUTES 04 SECONDS WEST 83.00 FEET; THENCE NORTH 30 DEGREES 14 MINUTES 56 SECONDS EAST, 205.00 FEET; THENCE SOUTH 59 DEGREES 45 MINUTES 04 SECONDS EAST 83.00 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN SOUTH POINTE PHASE 2, BEING A SUBDIVISION IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY GRANTOR RECORDED APRIL 8, 1996 AS DOCUMENT 96261552 AS AMENDED BY FIRST AMENDMENT THERETO RECORDED AS DOCUMENT 96832967 WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO: GRANTOR GRANTS TO THE GRANTEES, THEIR HEIRS AND ASSIGNS, AS EASEMENTS APPURTENANT TO THE PREMISES HEREBY CONVEYED THE EASEMENTS CREATED BY SAID DECLARATION FOR THE BENEFIT OF THE OWNERS OF THE PARCELS OF REALTY HEREIN DESCRIBED. GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AS EASEMENTS APPURTENANT TO THE REMAINING PARCELS DESCRIBED IN SAID DECLARATION, THE EASEMENTS THEREBY CREATED FOR THE BENEFIT OF SAID REMAINING PARCELS DESCRIBED IN SAID DECLARATION AND THIS CONVEYANCE IS SUBJECT TO THE SAID EASEMENTS AND THE RIGHT OF THE GRANTOR TO GRANT SAID EASEMENTS IN THE CONVEYANCES AND MORTGAGES OF SAID REMAINING PARCELS OR ANY OF THEM, AND THE PARTIES HERETO, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT TO BE BOUND BY THE COVENANTS AND AGREEMENTS IN SAID DOCUMENT SET FORTH AS COVENANTS RUNNING WITH THE LAND.

SUBJECT TO: THE RECORDED DECLARATION OF SOUTH POINTE TOWNHOME ASSOCIATION; THE PLAT OF SUBDIVISION, CURRENT REAL ESTATE TAXES NOT YET DUE OR PAYABLE, ZONING AND BUILDING LAWS AND ORDINANCES, ROADS AND HIGHWAYS; EASEMENTS AND BUILDING LINES ON RECORD; THE LIEN OF ADDITIONAL TAXES WHICH MAY ASSESSED BY REASON OF THE CONSTRUCTION OF NEW OR ADDITIONAL IMPROVEMENTS ON THE PARCEL.

98792301

UNOFFICIAL COPY

Property of Cook County Clerk's Office