

77593641-83

Warranty Deed  
In Trust

THIS INDENTURE WITNESSETH, that  
Grantor, Village of Northbrook,  
an Illinois municipal  
corporation

of the County of Cook and  
State of Illinois, for and in consideration in  
hand paid, and of other good and valuable  
considerations, receipt of which is hereby

duly acknowledged, Convey and Warranty unto Harris Bank Glencoe-Northbrook, a National Association organized and existing under  
the National Banking Laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois,  
as Trustees under the provisions of a certain Trust Agreement, dated the 11th day of August  
19 98, and known as Trust Number L-712, grantee, the following described real estate (hereinafter the "Premises")  
situated in Cook County, Illinois, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF;

SUBJECT TO EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

Permanent Index No. 04-05-400-026

The Powers and authority conferred upon said Trust Grantee are recited on the reverse side hereof and incorporated herein by reference.  
And the said grantor \_\_\_\_\_ hereby expressly waive \_\_\_\_\_ and release \_\_\_\_\_ any and all right or benefit under and by virtue  
of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor \_\_\_\_\_ aforesaid has \_\_\_\_\_ hereunto set its hand and seal this 25th  
day of September 19 98.

ATTEST:

Lora N. Louis (SEAL)  
Lora N. Louis, Village Clerk

VILLAGE OF NORTHBROOK  
Mark W. Damisch (SEAL)  
Mark W. Damisch, Village President

THIS INSTRUMENT PREPARED BY: Martin P. Murphy, Esq., Burke, Weaver & Prell,

55 West Monroe Street, Suite 800, Chicago, IL 60603

BOX 363-011

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**SUBJECT TO:**

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.

Full power and authority is hereby granted to said trustee to subdivide the premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide the premises as often as desired, to contract to sell, to grant options to purchase or to sell on any terms, to convey either with or without consideration, to convey the premises 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 the premises, or any part thereof, to lease the premises or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or 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 198 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 premises, or any part thereof, for other real or personal property, to grant easement or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the premises, or any part thereof, and to deal with the title to the premises and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the title to said premises to deal with it, 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obligated to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said premises shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

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 premises, 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 premises as such, but only an interest in the earnings avails and proceeds thereof as aforesaid.

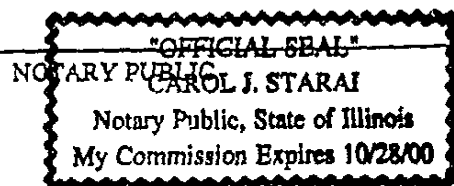
COUNTY OF \_\_\_\_\_ )  
STATE OF ILLINOIS )  
Village Clerk

SS I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Mark W. Damisch, Village President, and Lora N. Louis,

personally known to me to be the same persons whose names are \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, and the free and voluntary act of the Village of Northbrook:

Given under my hand and notarial seal this 25<sup>th</sup> day of September 19 98

Carol J. Starai



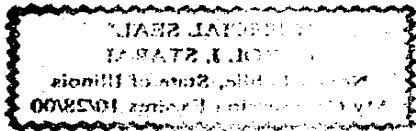
**MAIL TO GRANTEE'S ADDRESS:**

HARRIS BANK GLENCOE-  
NORTHBROOK, N.A.  
ATTN: TRUST DEPARTMENT  
333 PARK AVE.  
GLENCOE, IL 60022



ADDRESS OF PROPERTY \_\_\_\_\_  
TAXES TO BE MAILED TO: \_\_\_\_\_

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## EXHIBIT A

LOT 3 IN MARLENE'S RESUBDIVISION OF LOTS 11 AND 12 IN THE RESUBDIVISION OF PART OF LOT 4 IN BLOCK 3 IN FIRST RESUBDIVISION OF SKY HARBOR INDUSTRIAL PARKWAY UNIT ONE, IN THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OF MARLENE'S RESUBDIVISION RECORDED APRIL 21, 1978 AS DOCUMENT 24414365, IN COOK COUNTY, ILLINOIS.

750 ANTHONY TRAIL, NORTHBROOK, IL

04-05-400-026

Exempt under provisions of Paragraph 5, Section 4,  
Real Estate Transfer Tax Act.

9-28-98

Date

Math P. Murphy, attorney  
Buyer, Seller or Representative

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## EXHIBIT B

1. REAL ESTATE TAXES NOT YET DUE AND PAYABLE;
2. ACTS OF THE GRANTEE OR ANYONE CLAIMING THROUGH THE GRANTEE;
3. TERMS AND PROVISIONS OF DECLARATION OF COVENANTS RECORDED AUGUST 7, 1972 AS DOCUMENT 22005074 AND AS AMENDED BY DOCUMENT RECORDED OCTOBER 10, 1972 AS DOCUMENT 22079310 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 41933;
4. EASEMENT OVER THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT" FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH THE RIGHT TO OVERHANG AERIAL SERVICE WIRES AND THE RIGHT TO ACCESS TO SUCH WIRES, AS CREATED BY GRANT TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AS SHOWN ON THE PLAT OF SUBDIVISIONS RECORDED APRIL 24, 1972 AS DOCUMENT 21876750 AND AS SHOWN ON PLAT OF RESUBDIVISION RECORDED NOVEMBER 28, 1972 AS DOCUMENT 22134317 AND AS SHOWN ON PLAT OF RESUBDIVISION RECORDED JUNE 27, 1973 AS DOCUMENT 22377699 AND AS SHOWN ON PLAT OF RESUBDIVISION RECORDED APRIL 21, 1978 AS DOCUMENT 24414365;
5. EASEMENT IN ALL PLATTED "EASEMENT AREAS", STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES AS CREATED BY GRANT TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS AS SHOWN ON PLATS OF SUBDIVISION AND RESUBDIVISION AFOREMENTIONED;
6. EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE AS SHOWN ON AFOREMENTIONED PLATS OF SUBDIVISION AND RESUBDIVISION, OVER THE WEST 10 FEET AND THE SOUTH 10 FEET OF THE PREMISES;
7. EASEMENTS FOR A STORM SEWER AND WATER MAIN OVER THE EAST 15 FEET OF THE PREMISES AS SHOWN ON AFOREMENTIONED PLATS OF SUBDIVISION AND RESUBDIVISION; AND
8. BUILDING LINE AS SHOWN ON PLATS OF SUBDIVISION AND RESUBDIVISION OVER THE EASTERLY 120 FEET OF THE PREMISES.

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