

TRUSTEE'S DEED IN TRUST



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THIS INDENTURE, made this 1st day of October, 1998, between **SUBURBAN BANK & TRUST COMPANY, an Illinois Banking Corporation**, as Trustee under the provisions of a deed or deeds in trust to said bank in pursuance of a trust agreement known on its records as **Trust No. 1082**, party of the first part, and Pinnacle Bank, as Trustee under the provisions of a certain Trust Agreement dated the 17th day of September, 1998, and known as Trust Number 11812, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and No/100 Dollars (\$10.00), 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:

Lots 1, 2, 3, 4, and 5 in Block 4 in Korinek's West 22nd Street 7th Addition, being a Subdivision of the North 1040 feet of the East half of the East half of the North East Quarter of Section 28, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 15-28-208-020  
Property Address: 3100 South 25th Avenue, Broadview, Illinois

together with the tenements and appurtenances thereunto belonging.

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

SUBJECT TO: Conditions, covenants, restrictions, easements, general real estate taxes for the year 1998 and subsequent years and all other matters of record, if any.

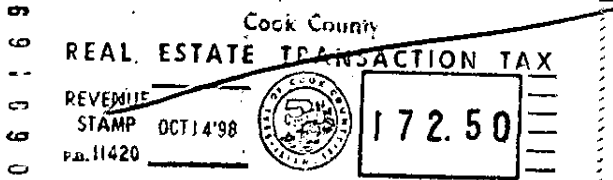
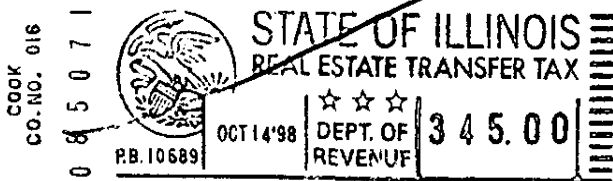
THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND INCORPORATED HEREIN BY REFERENCE.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to 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, 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 given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its Senior Vice President Vice-President & Trust Officer and attested by its Vice President, the day and year first above written.

SUBURBAN BANK & TRUST COMPANY  
as Trustee aforesaid, and not personally,

By: [Signature]  
Senior Vice Pres + Trust Officer  
Attest: Marylou Craig VP



SUBJECT TO:

TO HAVE AND TO HOLD (the said real estate with the appurtenances, upon the trusts, and the uses and purposes herein and in said 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 and to vacate any subdivision or part thereof and to resubdivide said real estate as often as desired, to contact to sell, to grant options to purchase, to sell on any terms to convey either with or without considerations to convey said real estate or any part thereof to a successors in trust and to grant to such successors in trust all the title of 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, 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 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 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 applications 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, whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

This conveyance is made upon the express understanding and condition the neither Suburban bank and Trust company, individually or as Trustee, nor its successor of successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 and interest 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 and interest in the earnings avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Suburban Bank and Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

STATE OF ILLINOIS

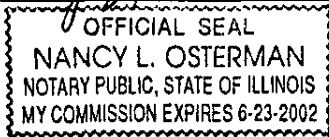
), ss

COUNTY OF DUPAGE

I, the undersigned, A NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Seneca Vice-President & Trust Officer of the SUBURBAN BANK & TRUST COMPANY and the above named Vice President of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Seneca Vice-President & Trust Officer and Vice President 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, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of October, 1998

*Nancy L. Osterman*



Notary Public.

This instrument was prepared by:

Suburban Bank & Trust Co.  
150 Butterfield Rd.  
Elmhurst IL 60126

Please Mail To:

*Jodiann N. Pacer, Esq*  
824 Scoville Ave.  
OAK PARK, IL 60454

Mail Subsequent Tax Bills To:

*Scott K. Nelson*  
3100 S. 25th Ave.  
Broadview, IL 60153

