

76 71580 122 ref

Property of Cook County Clerk's Office

THE ABOVE SPACE FOR RECORDER'S USE ONLY

This Indenture Witnesseth, That the Grantor PARKWAY BANCORP

of the County of Cook and the State of Illinois for and in consideration of

Ten Dollars and no/100 (\$10.00)

and other good and valuable consideration in hand paid, Convey and Warrant unto **LaSalle National Bank**, at 135 South LaSalle Street, Chicago, Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 5 day of January 19 94 known as Trust Number 107459 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 in Parkway Bank Subdivision of the East 777.86 feet of the North 337.22 Feet of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 10, Township 41 North, Range 10 East of the Third Principal Meridian (except the West 17.0 feet of the East 30.0 feet of the North 337.22 feet) in Cook County, Illinois.

Subject to: Exhibit A, attached hereto and made a part hereof.

44358 RB
VILLAGE OF SCHAUMBURG
DEPT. OF FINANCE REAL ESTATE
AND ADMINISTRATION TRANSFER TAX
DATE 12-18-97
AMT. PAID 63.00 Paid

CO. NO. 915
032915

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEC 31 1997
DEPT. OF REVENUE
62.50
PB. 10716

Prepared By: Nicholas S. Peppers/Storino, Ramello & Durkin
9501 W. Devon, Suite 800, Rosemont, IL 60018
Property Address: NW Corner Roselle Road and Valley Lake Drive, Schaumburg, Illinois
Permanent Real Estate Index No. 07-10-300-008 (affects P.I.Q. and other property)

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To have and to hold the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 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, said property, or any part thereof, to lease said property, 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 property, 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 premises or any part thereof, and to deal with said property 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 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 obliged 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 real estate 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 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 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 of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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.

If the title to any of the above lands 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 cases made and provided.

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 hand and seal this 20 day of December, 19 97.

PARKWAY BANCORP

(SEAL) BY:

[Handwritten signature of Parkway Bancorp]

ATTEST:

[Handwritten signature of Dorothy R. Brown]

(SEAL)

(SEAL)

(SEAL)

Cook County
 REAL ESTATE TRANSACTION TAX
 REVENUE STAMP
 D&C 31'97
 P.O. 11427
 [Seal of Cook County]
 \$ 31.25

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State of Illinois

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99001791

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County of Cook

S.S.

Laura Spizzieri

a

Notary Public in and for said County, in the State aforesaid, do hereby certify that _____

Rocco Suspenzi

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

HE

signed, sealed and delivered the said instrument as HIS

free and voluntary act,

for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand _____

seal this

20th

day of

December

D. 19

97

Laura Spizzieri

Notary Public.



Property Cook County Clerk's Office

Box 350

Deed In Trust
Warranty Deed

Address of Property

To
LaSalle National Bank
Trustee

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60674-9135

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SECTION 4

EXHIBIT A

SUBJECT TO: Covenants, conditions, restrictions of record, private, public and utility easements and roads and highways, if any; general real estate taxes not yet due; a permanent non-exclusive easement reserved and granted to Lot 1, its successors and assigns, upon, across, over, under and through the area, labeled "Stormwater Management Easement", all as is located on Lot 2 of the Parkway Bank Subdivision, recorded as Document No. 9752114, and revised by Certificate of Correction, recorded as Document No. 98001790 ("Plat") for the purposes defined under the Stormwater/Drainage Easement Provisions, as noted on said Plat. Grantee shall have the rights to relocate, modify or amend the Stormwater Management Easement area on the condition that the Village of Schaumburg agrees to such change and that equivalent or greater stormwater drainage capacity is provided for the benefit of Lot 2, adjacent to and without cost or expense to Lot 1.

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