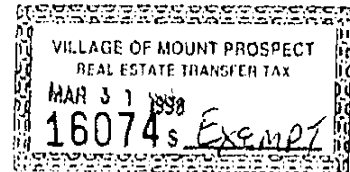


**TRUSTEE TO TRUSTEE  
DEED**

THIS INDENTURE, made this 10<sup>th</sup> day of March, 1998, between FIRST AMERICAN BANK, 218 West Main Street, Dundee, Illinois 60118, an Illinois Banking Corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a Trust Agreement dated the 15th day of November, 1989, and known as Trust No. F89-125, party of the first part, and the BEN RUBENSTEIN LIVING TRUST dated March 9, 1998, 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 the other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

See attached Exhibit "B"



Permanent Index Number: 03-28-202-006-0000 and 03-28-202-004-0000

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same said party of the second part, and to the proper use, benefit and behoof forever of said parties of the second part. This conveyance is made pursuant to direction and with authority to convey directly to the grantee named herein "Trustee". The powers and authority conferred upon said Trustee are recited on Exhibit "A" attached hereto 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 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. Nothing in this Deed shall be construed as creating any liability or duty on the part of the Trustee with respect to any Environmental Law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) or the Illinois Environmental Protection Act (Ill. Rev. Stat. ch. 111-1/2, Paragraph 1001 et. seq.)

SUBJECT TO: Covenants, conditions and restrictions of record. 1997 Real Estate Taxes and subsequent years.

5 Pgs  
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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 Vice President and attested by its Assistant Vice President the day and year first above written.

FIRST AMERICAN BANK,  
As Trustee as aforesaid

BY: [Signature] VICE PRESIDENT  
TRUST OFFICER

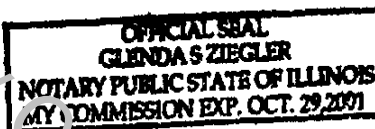
ATTEST: [Signature]

STATE OF ILLINOIS  
COUNTY OF McHenry SS.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT JAMES SCHLAG of the First American Bank and JENNIFER HAHN AXELSEN of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP and AVP 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 of said Bank, for the uses and purposes therein set forth; and the said AVP did also then and there acknowledge that said VP, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said VP's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11<sup>th</sup> day of March, 1998.

[Signature]  
Notary Public



RETURN TO:

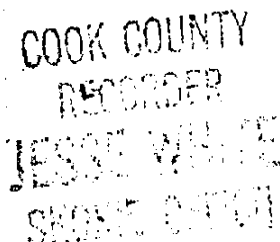
Name: Louis H. Scherb, Esq.  
Street: 234 Waukegan Road  
City: Glenview, IL 60025

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED

PROPERTY HERE: 1408 C Clove Court  
Mt. Prospect, IL 60056

Document Prepared By:

First American Bank  
218 West Main Street  
Dundee, Illinois 60118



SEND SUBSEQUENT TAX BILLS TO:

Ben Rubenstein  
1408 C Clove Court  
Mt. Prospect, IL 60056

# UNOFFICIAL COPY

contamination of, on or about said real estate, including, without limitation, any injury or damage associated with or resulting from the environmental condition of said real estate, such operations or any substance thereon or the release or threat of release of any substance therefrom, 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 any 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 BEN RUBENSTEIN LIVING TRUST dated March 9, 1998, the entire legal and equitable title in fee simple, in and to all of the real estate herein 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 none 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, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

*[Faint signature and text, possibly a date like 1/1/2005]*

## "Exhibit A"

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 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 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 terms 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 obligated to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obligated to see that the terms of this trust have been complied with, or be obligated to inquire into the authority, necessity or expediency of any act of said Trustee, or be obligated 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 trust, 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 First American Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected by any claim, judgement or decree of 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 as a result of any operations conducted on or any

This Exhibit "B" is attached to and made part of that certain Trustees Deed in Trust dated March 10, 1998 by and between First American Bank, as Trustee U/T/A dated November 15, 1998 and known as Trust Number F89-161 and the BEN RUBENSTEIN LIVING TRUST dated March 9, 1998.

UNIT 9-38-R-U- IN OLD ORCHARD COUNTRY CLUB VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PORTIONS OF OLD ORCHARD COUNTRY CLUB VILLAGE, BEING A RESUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 29, 1988 AND KNOWN AS TRUST NUMBER 104695-00 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 89-159,830, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) AS AMENDED FROM TIME TO TIME.

Cook County Clerk's Office

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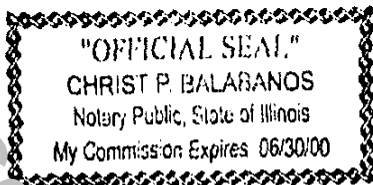
Property of Cook County Clerk's Office

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated March 27, 19 98 Signature: Louis H. Scherb, Agent  
Grantor or Agent

Subscribed and sworn to before me by the  
said Louis H. Scherb  
this 27th day of MARCH  
19 98.

Christ P. Balabanos  
Notary Public

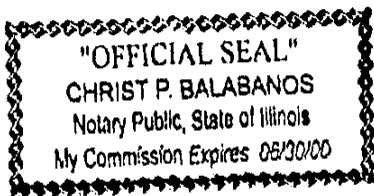


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated March 27, 19 98 Signature: Louis H. Scherb, Agent  
Grantee or Agent

Subscribed and sworn to before me by the  
said Louis H. Scherb  
this 27th day of MARCH  
19 98.

Christ P. Balabanos  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

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