

# UNOFFICIAL COPY

**COLE TAYLOR BANK**  
NSC 7784557/627234  
**TRUSTEE'S DEED**  
**TRUST TO TRUST**

**99450965**

4932/0345 03 001 Page 1 of 3  
**1999-05-10 15:16:42**  
Cook County Recorder 25.00



99450965

THIS INDENTURE made this 15<sup>th</sup> day of March, 1999, between COLE TAYLOR BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of deed or deeds in trust duly recorded and delivered to said corporation in pursuance of a certain Trust Agreement, dated the 1<sup>st</sup> day of November, 1996, and known as Trust Number 966974, party of the first part, and **GRAND PREMIER TRUST AND INVESTMENTS, INC., N.A.**, as Trustee under Trust Agreement dated April 21, 1999, and known as Trust Number 7003921, party of the second part.

Address of Grantee(s): **518 Broadway, Libertyville, Illinois 60048**

Witnesseth, that said party of the first part, in consideration of the sum of Ten (\$10.00) 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 de scribed real estate, situated in Cook County, Illinois, to wit:

### SEE ATTACHED LEGAL DESCRIPTION

Property Address: **2701 West Lake Street, Melrose Park, Illinois** PIN: **15-04-404-015 and 15-04-409-032**

Together with the tenements and appurtenances thereunto belonging.

To Have and to Hold the same unto said parties of the second part, and to proper use, benefit and behoof forever of said party of the second part.

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, 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.

In Witness Whereof, said part 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 attester by its Sr. Trust Officer, the day and year first above written.

**COLE TAYLOR BANK,**  
As Trustee, as aforesaid,

By: \_\_\_\_\_  
Vice President

Attest: Maritza Castillo  
Trust Officer

**STATE OF ILLINOIS**  
**SS**  
**COUNTY OF COOK**

I, the undersigned, a Notary Public in and for said County, in the state aforesaid do hereby Certify, That Kenneth E. Piekut Vice President, and Maritza Castillo, Sr. Trust Officer, of Cole Taylor Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Vice President and Sr. Trust officer 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, as the free and voluntary act of said Bank, for uses and purposes therein set forth; and the said Sr. Trust Officer did also then and there acknowledge that said Sr. Trust Officer as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Trust Officer'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 26<sup>th</sup> day of April, 1999.



Sherril Smith  
Notary Public

BOX 333-C1

99450965

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TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the 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, to vacate any subdivision of 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 future, 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 to 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, contracts to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of 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 expedience of any act of said Trustee, or be obliged or privileged 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 such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture 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 hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered, to execute and deliver every such 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 titles, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither the Grantee individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its agents or attorneys may do or omit to do in or about 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 of 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 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 filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and 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 title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Grantee the entire legal and equitable title in fees simple in and to all of the real estate 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 title or duplicate thereof, or memorial, the words "in trust", or "upon condition," or "with limitations", or words of similar support in accordance with the statute in such case made and provided.

Prepared by: COLE TAYLOR BANK, MARITZA CASTILLO, 111 WEST WASHINGTON, SUITE 650, CHICAGO, IL 60602  
MAIL TO: ~~Grand Premier Trust and Investments, Inc., N.A., 548 Broadway, Libertyville, Illinois 60048~~

Alan E. Richards, Richards, Ralph & Schwab Cntd., 175 E. Hawthorne Hwy, Ste. 345, Vernon Hills, IL 60061

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## EXHIBIT "A"

### LEGAL DESCRIPTION

PINS: 15-04-404-015; and 15-04-909-032

ADDRESS: 2701 West Lake Street, Melrose Park, Illinois

#### PARCEL 1:

THAT PART LYING NORTH OF LAKE STREET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO HAMMOND AND WESTERN RAILWAY RIGHT OF WAY) DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTER LINE THEREOF) THENCE NORTH ALONG THE SAID EAST LINE A DISTANCE OF 402.96 FEET THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 259.0 FEET THENCE SOUTH PARALLEL TO SAID EAST LINE A DISTANCE OF 268.0 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 6.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 44.92 FEET TO THE NORTH LINE OF LAKE STREET AFORESAID, THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF LAKE STREET AFORESAID 279.88 FEET TO THE PLACE OF BEGINNING;

ALSO,

#### PARCEL 2A:

THAT PART OF EMILIE WIEGLEBS ADDITION TO MELROSE, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 201 IN SAID SUBDIVISION SAID POINT BEING IDENTICAL WITH THE NORTHEAST CORNER OF 27TH AVENUE AND SECONDARY LAKE STREET (SO CALLED) AS SHOWN ON SAID PLAT OF SUBDIVISION AND RUNNING THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF LOTS 192 TO 201 BOTH INCLUSIVE AND SAID LINE EXTENDED SOUTHEASTERLY FOR A DISTANCE OF 300 FEET TO A POINT THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID LOT 201, AND SAID LINE EXTENDED NORTH FOR A DISTANCE OF 200 FEET TO A POINT AND THENCE NORTHEASTERLY ON A LINE WHICH IS PARALLEL WITH SAID SOUTHERLY LINE OF LOTS 192 TO 201 AND SAID LINE EXTENDED SOUTHEASTERLY FOR A DISTANCE OF 300 FEET TO A POINT IN THE EAST LINE OF 27TH AVENUE, THENCE SOUTH ON THE EAST LINE OF 27TH AVENUE, A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING: ALSO,

#### PARCEL 2B:

THAT PART OF EMILIE WIEGLEBS ADDITION TO MELROSE, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 201 IN SAID SUBDIVISION SAID POINT BEING IDENTICAL WITH THE NORTHEAST CORNER OF 27TH AVENUE AND SECONDARY LAKE STREET (SO CALLED) AS SHOWN ON SAID PLAT OF SUBDIVISION AND RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 201 EXTENDED NORTHWESTERLY A DISTANCE OF 33.93 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST

LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 200 FEET TO A POINT, THENCE SOUTHEASTERLY ALONG A LINE WHICH IS PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 201 AND SAID LINE EXTENDED FOR A DISTANCE OF 33.93 FEET TO A POINT IN THE EAST LINE OF 27TH AVENUE WHICH IS 200 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 201, THENCE SOUTH ALONG THE EAST LINE OF 27TH AVENUE, A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COOK  
CO. NO. 016

110304

PG. 10715



MAY 1999

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
895.00

PG. 11424

REVENUE  
STAMP  
MAY 1999



447.50

COOK COUNTY  
REAL ESTATE TRANSACTION TAX

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