

Copy

TRUSTEE'S DEED IN TRUST

Above Space for Recorder's Use Only

THIS INDENTURE, made this 10th day of December, 1985 between FIRST BANK OF OAK PARK, Oak Park, Illinois, an Illinois Corporation, under the laws of Illinois, as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said First Bank of Oak Park in pursuance of a trust agreement dated the 10th day of May, 1984, and known as Trust Number 12720, party of the first part, and COLUMBIA NATIONAL BANK OF CHICAGO, a National Banking Association, whose address is 5250 North Harlem, Chicago, Illinois 60656, as Trustee under the provisions of a certain Trust Agreement, dated the 25th day of November, 1985, and known as Trust Number 2210 party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) AND NO/100 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 described real estate, situated in Cook County, Illinois, to-wit:

Lot 6 in Quincy Bridge Unit One, a Subdivision of part of the South 1/2 of the Southeast 1/4 of Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof filed in the Office of the Registrar of Titles of Cook County, Illinois on December 6, 1985 as Document No. 3482065, in Cook County, Illinois.

Party of the first part also hereby grants to party of the second part, its successors and assigns, a perpetual and exclusive easement in and to Parking Space Letter(s) L and L-1 for the benefit of the above described real estate as delineated on the survey attached to the Declaration of Covenants, Conditions and Restrictions and Easements for The Quincy Bridge Building Owners' Association filed in the Office of the Registrar of Titles of Cook County, Illinois as Document No. 3482066.

Subject to Declaration of Covenants, Conditions, Restrictions and Easements for The Quincy Bridge Building Owners' Association made by grantor dated the 29th day of August, A.D. 1985 and filed in the Office of the Registrar of Titles of Cook County, Illinois as Document No. 3482066, which is incorporated herein by reference thereto, Grantor grants to the grantees, its successors and assigns, as easements appurtenant to the premises hereby conveyed, the easements created by said Declaration for the benefit of the owners of parcels of realty herein described. Grantor reserves to itself, its successors and assigns, as easements appurtenant to the remaining parcels described in said Declaration, the easements thereby created for the benefit of said remaining parcels described in said Declaration and this conveyance is subject to the said easements and the right of the Grantor to grant said easements in the conveyances and mortgages of said remaining parcels or any of them, and the parties hereto, for themselves, their successors and assigns, covenant to be bound by the covenants and agreements in said document set forth as covenants running with the land.

together with the tenements and appurtenances thereunto belonging.

PERMANENT INDEX NO. 04-32-402-006
THIS DOCUMENT PREPARED BY: Martin S. Korey, 221 N. LaSalle St.,
Chicago, Illinois 60601

MAIL TO:

PROPERTY ADDRESS: 660 Quincy Bridge Lane, Glenview, IL 60025

DESCRIPTION: FROM 03/14/86

3485663

REAL ESTATE TAX
144.50

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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, 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 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 application 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, 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 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 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.

3485653

UNOFFICIAL COPY

0 1 2 3 4 5

This conveyance is made upon the express understanding and condition that neither Columbia National Bank of Chicago, 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 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 whatsoever 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Columbia National Bank of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above 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 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.

The said grantor hereby expressly waives and releases any and all rights or benefits under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned. Party of the first part executes this instrument solely in its capacity as Trustee as aforesaid and not in its own individual capacity, and any individual liability on its part is hereby waived and released by the party of the second part, its heirs, legal representatives, successors and assigns.

This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county remaining unreleased at the date of the delivery hereof.

3485663

UNOFFICIAL COPY

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-Secretary the day and year first above written.

FIRST BANK OF OAK PARK
As Trustee as aforesaid and not
personally,

BY:

John G. Carberry
Vice-President

ATTEST:

Maie L. Eggers
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COCK)

I, JUDITH ELLEN LEWIS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the above named Vice President and Assistant Secretary of the FIRST BANK OF OAK PARK personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary 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 Grantor for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Grantor caused the corporate seal of said Grantor to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Grantor for the uses and purposes therein set forth.

Give under my hand and Notarial Seal this 17th day of December, 1985.

Judith Ellen Lewis

3485663

UNOFFICIAL COPY

Lot 6

1/24/81
2
IN DEPOSIT TO

3485663

3485663

DEC

Age of Grant 19
Address

5 0 PM '88

7805

Wife
MILB TRUST CO.

100 W. MADISON ST. 13 FLOOR
CHICAGO, ILLINOIS 60603

FILE # TC 42628-05
Cay

Property of Cook County Clerk's Office

1/24/81