

Quit Claim

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, CONTINENTAL BANK OF BUFFALO GROVE, N. A. of the County of Cook and State of Illinois, for and in consideration of the sum of TWO HUNDRED TEN THOUSAND AND NO/100 Dollars (\$ 210,000.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto COLE TAYLOR BANK/MAIN, 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, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of April 1987, and known as Trust Number 87-124, the following described real estate in the County of Cook and State of Illinois, to-wit:

- Lot Ten----- (10)
- Lot Eleven----- (11)
- Lot Twelve----- (12)

in Holland's Resubdivision of Lots 1 to 109, inclusive and vacated Streets and Alleys in Dall's Sunnyside Addition to Wheeling, in the South Half (1/2) of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 16, 1955, as Document Number 1621040.

That part of Lot Fifteen (15) described as follows: The North 65 feet of the South 215 feet of the West 150 feet lying East of the East line of Wolf Road, in Utpadel's Sunnyside Addition to Wheeling in the Southeast Quarter (1/4) of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat thereof filed in Office of Registrar of Titles of December 30, 1930

SUBJECT TO Encumbrances of Record / as Document Number 531289. P.I.N. 03-02-410-047, 03-02-321-010, 03-02-321-011 & 03-02-321-012

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, in delicate parks, streets, highways and alleys and to vacate any subdivision or part thereof, and to redivide 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 leaves 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 99 years, and to renew or extend leases and options 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 a grant of 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 encumbrance appertaining 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 acts 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, lease, 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, 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 Wheeling Trust and Savings Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any estate, judgment or decree for anything it or they or its or their agent 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 agreed 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, or 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 an interest in the earnings, avails and proceeds thereof as herein provided, the intention hereof being to vest in said Wheeling Trust and Savings Bank 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, 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.

And the said grantor hereby expressly waives and releases 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, 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 Secretary, the day and year first above written.

BY [Signature] Vice President
 Attest: [Signature] Secretary

Document Prepared By:
 Attorney Robert F. Moore
 527 South Wells Street
 Chicago, Illinois 60607

COOK
 CC. NO. 016
 6 4 3 6 6

STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX

REVENUE DEPT OF REVENUE
 105.00

PEAL ESTATE TRANSACTION TAX
 105.00

Cook County

3613684

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Kathleen L. Skummer a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William P. Richgels personally known to me to be the Vice President of the corporation, and Martha Benante personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this _____ day in person and severally acknowledged that as such Vice President and _____ Secretary, they signed and delivered the said instrument as Vice President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of April, 1987.

Kathleen L. Skummer
Notary Public

Commission expires 8/30/88

Property of Cook County Clerk's Office

1330666
1330668
DUPLICATE

3613684

3613684

Age of Grantor Legal
Address _____

Husband _____

Wife _____

Subscribed _____

Adopted _____

Delivered _____

Remitted _____

Sig. Card _____

Stack

MAY 10 1987
MAY 10 1987
MAY 10 1987

Robert Moore
527 S. Wells
Chicago, IL
60607