

WARRANTY DEED IN TRUST

This instrument prepared by:  
Donald Dickinson, Attorney  
44 W. Galena, Aurora, IL.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ROBERT K. ARUNDALE, II.,  
of the County of Kane and State of Illinois, for and in consideration  
of the sum of Ten ----- Dollars (\$ 10.00 ),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S.  
and Warrant 3 unto THE MERCHANTS NATIONAL BANK OF AURORA, a corporation duly organized  
and existing as a national banking association under the laws of the United States of America, and duly authorized  
to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agree-  
ment, dated the 10th day of December 1981, and known as Trust Number 3259,  
the following described real estate in the County of Kane and State of Illinois, to-wit:  
See attached Rider.

County Tax  
Paid \$ 2.40



SUBJECT TO covenants, conditions, restrictions, easements of record  
and general taxes for 1981 and subsequent years.

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, and for the uses and purposes herein 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 of part thereof, and to redivide said real estate as often as desired, to contract to sell or 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 lease the term 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 estate 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 adjacent 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 or successors 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, 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, (n) 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, and in all amendments thereto, 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, 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, powers, authorities, duties and obligations of the said Trustee or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Merchants National Bank of Aurora, 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 liability to person or property happening in or about said real estate, and 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 purpose, or by the direction 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 whosoever 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 the earnings, profits 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, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Merchants National Bank of Aurora 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 in any other record, 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 terms and intentions 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, the grantor aforesaid has hereunto set his hand and seal this 10th day of December 1981.  
[SEAL] Robert K. Arundale, II [SEAL]  
[SEAL] [SEAL]

State of Illinois  
County of Kane ) SS.

I, Jeanette J. Mangano, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Robert K. Arundale, II

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 and notarial seal this 10th day of December 1981

Jeanette J. Mangano  
Notary Public

1594845

Mail Tax Bills To:  
Merchants National Bank of Aurora  
34 S. Broadway Aurora, IL.

110 H. Broadway, Aurora, IL  
For information only insert street address of above described property

1594845

FILED FOR RECORD  
KANE COUNTY, ILL.  
DEC 11 PM 1:45

Document Number

C That part of Lots 5, 6, 7, 8 and 9 of E. Hyde's Subdivision of Block A, Aurora, Kane County, Illinois, described as follows: Commencing at the Southeast corner of said Lot 7; thence Southwesterly along a line forming an angle of  $126^{\circ}12'30''$  with the East line of said Lot 7, measured counter-clockwise therefrom, 10.0 feet for a point of beginning; thence Northeasterly along the last described course 10.0 feet to said Southeast corner; thence Northeasterly along the Southeasterly line of said Lots 7, 6 and 5, 82.0 feet to the Northeasterly corner of said Lot 5; thence Northwesterly along the Northeasterly line of said Lot 5, 156.0 feet to the Southeasterly line of a tract of land conveyed to the Fox River Valley Pleasure Driveway and Park District by deed recorded January 10, 1967 as Document 1082864; thence Southwesterly along said Southeasterly line forming an angle of  $90^{\circ}00'15''$  with the last described course, measured clockwise therefrom, 114.94 feet; thence Southeasterly along a line forming an angle of  $89^{\circ}28'40''$  with the last described course, measured clockwise therefrom 94.92 feet; thence Southeasterly along a line forming an angle of  $205^{\circ}26'35''$  with the last described course, measured clockwise therefrom, 59.21 feet; thence Northeasterly along a line forming an angle of  $89^{\circ}36'35''$  with the last described course, measured clockwise therefrom, 57.50 feet to the point of beginning, in the City of Aurora, Kane County, Illinois,

X reserving an easement to the grantor, his successors, executors and assigns, for a driveway and purposes of ingress and egress for the benefit of the property adjoining and to the south as described in the survey of Donahue and Thornhill dated September 25, 1981 as follows: That part of Lots 7, 8 and 9 of E. Hyde's Subdivision of Block A, Aurora, Kane County, Illinois, described as follows: Beginning at the Southeast corner of said Lot 7; thence Southwesterly along a line forming an angle of  $126^{\circ}12'30''$  with the East line of said Lot 7, (measured counter-clockwise therefrom), 10 feet; thence Southwesterly along a line forming an angle of  $193^{\circ}15'25''$  with the last described course (measured counter-clockwise therefrom) 57.50 feet; thence Northwesterly along a line forming an angle of  $89^{\circ}36'35''$  with the last described course (measured counter-clockwise therefrom) 50 feet; thence Northeasterly to the Northeast corner of said Lot 7; thence Southerly 28 feet to the point of beginning.

AFFIDAVIT - METES AND BOUNDS

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF KANE )

Robert K. Arundale, II, being duly  
sworn on oath, states that he resides at 338 Lawndale Avenue  
Aurora, Illinois. That the attached deed is

not in violation of Section 1 of Chapter 109 of the Illinois Revised

Statutes for one of the following reasons:

1. The sale or exchange is of an entire tract of land not being a part of a larger tract of land.
2. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division is of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
5. The conveyance is of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance is of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. The conveyance is made to correct descriptions in prior conveyances.
9. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
10. The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, of any lot or lots from said larger tract having taken place since October 1, 1973, and a survey of said single lot having been made by a registered land surveyor.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that she makes this affidavit for the  
purpose of inducing the Recorder of Deeds of Kane County, Illinois,  
to accept the attached deed for recording.

SUBSCRIBED and SWORN to  
before me this 10th day  
of December, 1981.

Shirley M. Mangum  
Notary Public