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Chicago Title Insurance Company

WARRANTY DEED IN TRUST

4523/0208 45 001 Page 1 of 5
2002-06-18 12:58:34
Cook County Recorder 29.00



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10/22

THIS INDENTURE WITNESSTH, That the grantor Village of Tinley Park of the County of Cook and State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEYS and Warrants unto NLSB, an Illinois Banking Corporation, as Trustee, under the provisions of a trust agreement dated the March 11, 2002, known as Trust Number 2644, whose address is 110 West Maple Street, New Lenox, Illinois 60451, the following described Real Estate in the County of Cook and State of Illinois, to wit:

SH

See Exhibit 'A' attached hereto and made a part hereof

~~SUBJECT TO: existing leases, security deposits and assignable insurance policies, if any, shall be assigned to Purchaser; DECLARATION OF EXTORTION and cross access agreement dated APRIL 18, 2002, and recorded as document number~~

PERMANENT TAX NUMBER: 28-30-308-009-0000(a part of), 28-30-308-012-0000(a part of), 28-30-308-020-0000(a part of), 28-30-308-024-0000(a part of)

VOLUME NUMBER: 034

Address of Real Estate: 17318 South Oak Park Avenue Tinley Park, Illinois 60477

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

THE LETTER ATTACHED HERETO AS "EXHIBIT B" IS EXPRESSLY MADE A PART OF THE CONVEYANCE HEREIN.

BOX 333-CTI

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110-888 X09

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Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time in possession or reversion, by leases to commence in praesenti or 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 property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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.

And the said grantor hereby expressly waives and release 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 have hereunto set their hands and seals this 19 day of April, 2002.

Village of Tinley Park, an Illinois Municipal Corporation

By: *Edward J. Zabrocki*
Edward J. Zabrocki
Village Mayor

Attest *Frank W. German*
Frank W. German
Village Clerk

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State of Illinois County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Village of Tinley Park, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 19 day of April, 2002.



Jean S. Condon (Notary Public)

EXEMPT UNDER PROVISIONS OF PARAGRAPH
b SECTION 31 - 45,
REAL ESTATE TRANSFER TAX LAW
DATE: _____

Signature of Buyer, Seller or Representative

Prepared By: Terrence Barnicle
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

Mail To:
James Johnson
17400 S. Oak Park Avenue
Tinley Park, IL 60477

Name & Address of Taxpayer:
NLSB, an Illinois Banking Corporation as Trustee
110 West Maple Street
New Lenox, Illinois 60451

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EXHIBIT 'A'

Legal Description

PARCEL #1

The East 65 feet of the South 26 feet of Lot 2 in Block 1 in Christian Andres Subdivision, a subdivision of part of the South ½ of Lot 1 of the Southwest Quarter of Section 30, Township 36 North, Range 13 East of the Third Principal Meridian, as per Plat recorded April 3, 1879 as Document Number 216647, together with the East 65 feet of Lot 3 in Block 1 in said Subdivision, together with the East 65 feet of the North 28 feet of Lot 4 in Block 1 in said Subdivision, together with the East 46.5 feet of the South 14 feet of the North 42 feet of said Lot 4 in Block 1 in said Subdivision, all in Cook County, Illinois

PARCEL #2

The West 22 feet of the South 10 feet of Lot 1 in Block 1 in Christian Andres Subdivision, a Subdivision of part of the South ½ of Lot 1 of the Southwest Quarter of Section 30, Township 36 North, Range 13 East of the Third Principal Meridian, as per Plat recorded April 3, 1879 as Document Number 216647, together with the West 22 feet of Lot 2 in Block 1 in said Subdivision, together with the West 22 feet of the North 32 feet of Lot 3 in Block 1 in said Subdivision, all in Cook County, Illinois.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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"EXHIBIT B"

April 19, 2002

Village President
Edward J. Zabrocki

Village Clerk
Frank W. German, Jr.

Village Trustees
Patrick E. Rea
David G. Seaman
Gregory J. Hannon
Michael H. Bettenhausen
Matthew J. Heffernan
Brian S. Maher

Village Hall
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Administration
(708) 444-5000
Fax: (708) 444-5099

Building & Planning
(708) 444-5100
Fax: (708) 444-5199

Public Works
(708) 444-5500

Police Department
7850 W. 183rd St.
Tinley Park, IL 60477
(708) 444-5300/Non-emergency
Fax: (708) 444-5399

John T. Dunn
Public Safety Building
17355 S. 68th Court
Tinley Park, IL 60477

Fire Department & Prevention
(708) 444-5200/Non-emergency
Fax: (708) 444-5299

ESDA
(708) 444-5600
Fax: (708) 444-5699

Senior Community Center
(708) 444-5150

www.tinleypark.org



Chicago Title & Trust Company and
Park Oaks Incorporated

To Whom It May Concern:

I am writing to follow up on discussions regarding the location of garages on the property you are developing at 17318 S. Oak Park Avenue. During the preconstruction meeting, it was noted that the garages would be constructed over an existing sanitary sewer line. Upon reviewing with the Public Works Department, the Village of Tinley Park has no objections to construction of the garages above the sanitary line. Furthermore, additional measures have been taken to address the situation. Specifically, the sewer line has been lined with insituform as a preventive measure against cracking. Clean-out valves will also be installed on both sides of the garage.

Both of the aforementioned measures should help to prevent against any problems with the sanitary service and future maintenance of the line. In addition, if repairs are necessary the Village has no objections to having the sanitary line rerouted to the east of the garages in order to avoid impacting the garage after its construction.

AT THE EXPENSE OF THE VILLAGE OF TINLEY PARK *S, V, A*

I trust this responds to your concerns. Please contact me if you have any further questions.

Sincerely,

Scott R. Niehaus
Assistant Village Manager

SRN:nh

c: Terrence Barnicle, Village Attorney

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