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Cook County Recorder of Deeds  
Date: 03/21/2005 01:51 PM Pg: 1 of 4

After Recording Return to:

Patrick E. Brady  
McGuireWoods LLP  
77 West Wacker Drive  
Suite 4100  
Chicago, IL 60601-1815

DECLARATION OF TRUST

(Space Above This Line for Recording Data)

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DECLARATION OF TRUST  
by and between  
HOUSING AUTHORITY OF COUNTY OF COOK  
and  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Permanent Address: 3210 West 139th Street

Permanent Index Nos:  
28-02-230-017-0000  
28-02-230-018-0000  
28-02-230-047-0000  
28-02-230-048-0000  
28-02-230-049-0000

Box 400-CTCC

3/2/05

3-18-05

T. Kearney 01

8267054

# UNOFFICIAL COPY

## Declaration of Trust

(Public Housing Modernization Grant Projects)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Whereas, (1, see instructions) Housing Authority of the County of Cook

(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) State of Illinois, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 03/27/63, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) \_\_\_\_\_, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) the State of Illinois, County of Cook, Village of Robbins which will provide approximately (6) 75 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) LL 25-8 and individual projects as follows:  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units,  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units, and  
Project No. (8) \_\_\_\_\_ with approximately \_\_\_\_\_ dwelling units; and

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the State of Illinois, County of Cook, Village of Robbins

To Wit: (Insert legal description for each individual project.) (10)

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 29, and 30 in Block 5, in W.L. DeWolf's Subdivision of parts of Section land 2 in Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) 03/10/2005

(Seal)

(1, see instructions)

By Elzie Higginbottom Chairperson  
Attest James A. Floyd Secretary  
Date (mm/dd/yyyy) 3-10-05

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Elzie Higginbottom is personally known to me to be the Chairperson of the Housing Authority of Cook County, and is the same person whose name is subscribed to the foregoing instrument, and who appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, on behalf of the Housing Authority of Cook County, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 10<sup>th</sup> day of March, 2005.

Terrance M. Corcoran  
NOTARY PUBLIC

My commission expires 12/14/2007



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## Exhibit A

### Legal Description Project No. IL06-P025-022 Chicago Heights, Ill.

That part of Lot 2 in the Subdivision of Blocks 5 and 6 of the Original Town of Chicago Heights, a Subdivision in the Southwest  $\frac{1}{4}$  of Section 21, Township 35 North, Range 14, East of the 3rd Principal Meridian, described as follows: Commencing at a point at the Southeast corner of said Lot 2; Thence northerly on the Easterly line of said Lot, a distance of 135.04 feet to a point, said point being the point of beginning; Thence Westerly on a straight line, said line which makes an angle of 90 degrees with the said Easterly line of said Lot, to the point of intersection with the Easterly right-of-way line of the Chicago and Eastern Illinois Railroad Company; Thence Northerly on the last named line, a distance of 93.41 feet to a point; Thence Easterly on a straight line, said line which makes an angle of 68 degrees, 40 minutes and 20 seconds with the Easterly right-of-way line of said Railroad when turned from South thru Southeast, a distance of 64.26 feet to a point; Thence Northerly on a straight line, said line which makes an angle of 270 degrees and 02 minutes with the last described line when turned from West thru South, thru East to North, a distance of 66.93 feet to a point; Thence Northeasterly on a straight line, said line which makes an angle of 120 degrees, 23 minutes and 20 seconds with the last described line when turned from South thru East, a distance of 65.16 feet to a point; Thence Easterly on a straight line to the point of intersection with the Easterly line of said Lot 2 and said point of intersection which is 342.04 feet Northerly (as measured on said Easterly line of said Lot) of the Southeasterly corner of Lot 2; Thence Southerly on the Easterly line of said Lot, 207.0 feet to the point of beginning, all in Cook County, Illinois.