

UNOFFICIAL COPY

DEED IN TRUST COOK COUNTY, ILLINOIS 21 222 091
JUL 23 59-61-664
FILED FOR RECORD
The above space for recorder's use only

RECORDED
OF DEEDS

JUL 23 '70 3 02 PM 21222091

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Helen Otto, a widow
of the County of Cook and State of Illinois, for and in consideration
of the sum of \$10.00 and other valuable consideration Dollars (\$ 10.00),
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey
and Warrant unto COUNTY BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provi-
sions of a certain Trust Agreement, dated the 30th
day of September 1968, and known as Trust Number 1345, the following
described real estate in the County of Cook and State of Illinois, to-wit:

See legals attached (Tracts B & C)

700

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 and to resite any subdivision of part of it, and to subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to each successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate to mortgage, lease or otherwise encumber said real estate, to lease, to be leased, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, for any term 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 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 rent, to be let, to sub-lease 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 to do so, in any manner of doing 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 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 or persons to do so 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 otherwise disposed of 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, security or expediency of any act of said Trustee, or be obliged or permitted 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 contract, 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, 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, title, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither County Bank and Trust Company, individually or as Trustee, nor its successors or assigns in trust shall incur any personal liability or be subjected to any claim, judgment, decree or order for anything done by it or by its 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 waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate shall be the debt of the Trustee, and the Trustee shall be liable therefor as if it were 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 filing for record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming or to whom or any of them shall be only in the earnings, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest to be 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 as to the earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said County Bank and Trust Company 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 not to issue a certificate of title or duplicate thereof, or to issue a trust, or upon conditions, or with limitations, or with similar inferences, in accordance with the statute in such case made and provided.

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

In Witness Whereof, the grantor, aforesaid hereunto set forth, and seal this 13th day of July 1970
[SEAL] Helen J. Otto [SEAL]
[SEAL] [SEAL]

STATE OF Illinois, Carmela Carlson, a Notary Public in and for said County of Cook, do hereby certify that Helen Otto

personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a 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 seal this 13 day of July A. D. 1970
Carmela Carlson, Notary Public.
My commission expires 3/11/71



Grantees: Mail to:
COUNTY BANK AND TRUST COMPANY
Tr. #1345
12015 S. Western Ave., Blue Island, Ill.

For information only insert street address of above described property.

BOX 533

This space for affixing Riders and Revenue Stamp

NO TAXABLE CONSIDERATION

Document Number

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TRACT "B"

A Tract of Land comprising part of the Southwest $\frac{1}{4}$ of Section 12, Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, said Tract of Land being described as follows:

Beginning at a point on the Westerly Right of Way line of the Illinois Central Railroad, said point being 1160.87 feet Southwesterly of the Southeast corner of Outlot "D" of Heather Hill First Addition, being Raymond L. Lutgert's Subdivision of part of Section 12, Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, according to Plat thereof recorded the 5th day of March, A.D., 1964, in Plat Book 628, Page 6, as Document No. 19064933, in Cook County, Illinois, (as measured along said Westerly Right of Way line) and said line

having a bearing of South $22^{\circ}-04'$ West for the purpose of the hereafter described lines; thence South $22^{\circ}-04'$ West along said Right of Way line, a distance of 738.52 feet to the Northeasterly corner of "property heretofore conveyed", said property corner being described as follows: Beginning at a point on the South line of said Southwest $\frac{1}{4}$ of Section 12, said point being 270.10 feet West of the intersection of said South line with said Westerly Right of Way line of the Illinois Central Railroad; thence North at right angles to said South line, a distance of 230 feet; thence Northeasterly along a line forming an angle of $135^{\circ}-0'$ with last mentioned line, a distance of 84.853 feet; thence East along a line parallel to and 290 feet North of said South line of Section 12, a distance of 200 feet; thence North at right angles to last mentioned line, a distance of 90 feet; thence East at right angles to last mentioned line, a distance of 163.957 feet to said Northeasterly corner of "property heretofore conveyed"; thence South $89^{\circ}-58'$ West along the North line of said "property heretofore conveyed", a distance of 163.957 feet; thence South $0^{\circ}-02'$ East along the West line of said "property heretofore conveyed", a distance of 90 feet; thence South $89^{\circ}-58'$ West along the North line of said "property heretofore conveyed", a distance of 200 feet; thence North $48^{\circ}-05'$ West, a distance of 88.01 feet; thence Northeasterly along a curved line, convex Southeasterly and having a Radius of 280 feet, a distance of 97.33 feet; thence North $22^{\circ}-0'$ East tangent to said curved line, a distance of 22.65 feet; thence North $68^{\circ}-0'$ West, a distance of 140 feet; thence North $22^{\circ}-0'$ East, a distance of 180 feet; thence South $68^{\circ}-0'$ East, a distance of 48 feet; thence North $22^{\circ}-0'$ East, a distance of 340 feet; thence North $68^{\circ}-0'$ West, a distance of 313.57 feet; thence South $89^{\circ}-58'$ West, a distance of 523.58 feet; thence North $56^{\circ}-26'$ West, a distance of 129.41 feet; thence South $44^{\circ}-28'$ West, a distance of 166.96 feet; thence South $39^{\circ}-09'$ West, a distance of 66.28 feet; thence South $43^{\circ}-58'$ West, a distance of 140.61 feet; thence North $47^{\circ}-56'$ West, a distance of 224.90 feet; thence North $8^{\circ}-43'-20''$ West, a distance of 184.04 feet; thence North $70^{\circ}-24'-40''$ East, a distance of 130 feet; thence North $59^{\circ}-16'-40''$ East, a distance of 67.27 feet; thence North $70^{\circ}-24'-40''$ East, a distance of 280 feet; thence South $81^{\circ}-32'-20''$ East, a distance of 79.12 feet; thence North $70^{\circ}-24'-40''$ East, a distance of 156.61 feet; thence North $89^{\circ}-58'$ East, a distance of 360 feet; thence South $81^{\circ}-57'$ East, a distance of 206.18 feet; thence South $64^{\circ}-07'$ East, a distance of 405 feet; thence South $39^{\circ}-43'$ East, a distance of 68.37 feet; thence South $68^{\circ}-0'$ East, a distance of 295.20 feet to the point of beginning.

Area = 20.306 Acres

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TRACT "C"

A Tract of Land comprising part of the Southwest $\frac{1}{4}$ of Section 12, Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, said Tract of Land being described as follows:

Beginning at a point on the South line of said Section 12, said point being 270.10 feet West of the intersection of said South line with the Westerly Right of Way line of the Illinois Central Railroad; thence North $0^{\circ}-2'$ West at right angles to said South line of Section 12, a distance of 230 feet; thence North $44^{\circ}-58'$ East along a line forming an angle of 135° with last mentioned line, a distance of 14.833 feet; thence North $48^{\circ}-05'$ West, a distance of 88.01 feet; thence Northeasterly along a curved line convexed Southeast and having a Radius of 280 feet, a distance of 97.33 feet; thence North $22^{\circ}-0'$ East, tangent to said curved line, a distance of 22.65 feet; thence North $68^{\circ}-0'$ West, a distance of 140 feet; thence North $22^{\circ}-0'$ East, a distance of 180 feet; thence South $68^{\circ}-0'$ East, a distance of 48 feet; thence North $22^{\circ}-0'$ East, a distance of 340 feet; thence North 68° West, a distance of 313.57 feet; thence South $89^{\circ}-58'$ West, a distance of 523.58 feet; thence North $56^{\circ}-26'$ West, a distance of 129.41 feet; thence South $44^{\circ}-58'$ West, a distance of 166.96 feet; thence South $39^{\circ}-09'$ West, a distance of 66.28 feet; thence South $43^{\circ}-58'$ West, a distance of 140.61 feet; thence North $47^{\circ}-56'$ West, a distance of 214.73 feet; thence South $18^{\circ}-54'$ West, a distance of 246.61 feet; thence Westerly along a curved line convexed Northerly and having a Radius of 264.40 feet, a distance of 74.22 feet; thence North $87^{\circ}-11'$ West tangent to said curved line, a distance of 70 feet; thence South $2^{\circ}-49'$ West, a distance of 58.84 feet; thence North $87^{\circ}-11'$ West, a distance of 269.90 feet to a point on the West line of said Section 12, said point being 769.81 feet North of the Southwest corner of said Section 12; thence South $0^{\circ}-2'$ East, along said West line of said Section 12, a distance of 769.81 feet to the Southwest corner of said Section; thence North $89^{\circ}-58'$ East along said South line of Section 12, a distance of 1634.19 feet to the point of beginning.

Area = 37.808 Acres

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Office

END OF RECORDED DOCUMENT