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DEED IN TRUST

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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RECORDS OF DEEDS

439-3

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Form 191 Rev. 5-63

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, a Delaware corporation, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND 00/100 ----- Dollars (\$ 10.00**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey Quitclaims and Warrant unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 6th day of November 19 61, and known as Trust Number 17111, the following described real estate in the County of Cook and State of Illinois, to wit:

That property described in Exhibit "A" dated January 7, 1971, attached hereto and made a part hereof.

This conveyance is made expressly subject to the covenants and reservations contained in said Exhibit "A" dated January 7, 1971, attached hereto and made a part hereof.

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 to vacate any subdivision or part thereof, and to reallocate 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 of said Trustee 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, elect 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 and to amend, change or modify leases and to terminate the term of such leases, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to grant or convey to any person or persons, 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, or 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 and 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 owning the same to deal with the same, which shall be 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 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 answer for any act of said Trustee, or any successor in trust, in relation to said real estate, 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) dealing in good faith and without notice 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, and that said Trustee, or any successor in trust, was duly authorized to execute and deliver every such deed, lease, mortgage or other instrument, and (c) that the conveyance in this Indenture 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 the title or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, 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 costs in its or their or its or their agents or attorneys fees do or cause to be done 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. All 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 trust created under said Trust Agreement or in its own name, and the Trustee, its or their agents or attorneys, or the Trustee, its or their 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 all release thereof, 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 the said grantor hereby irrevocably assigns, transfers, conveys, releases and releases all right and benefit under and by virtue of any and all statutes of the State of Illinois, providing for the same, in and to the said real estate, hereunto set forth, its hand, and seal.

Attest: _____ day of January, 19 71
By _____ President

Audrey E. Wians, a Notary Public in and for said County of Cook, Illinois, in the State aforesaid, do hereby certify that William J. Dixon, President of the Chicago, Rock Island and Pacific Railroad Company, and E. F. Wilkinson, Secretary of said corporation, personally known to me to be the persons who executed and subscribed to the foregoing instrument, appeared before me on this day of January, 19 71, and delivered the said instrument to me, and that the same was duly executed and subscribed to by them for the purposes therein set forth, including the release and waiver of the said instrument, and that the same was duly executed and subscribed to by them on or after the date of this my commission which expires _____ day of _____, A.D., 19 71.



My commission expires _____ day of _____, A.D., 19 71.
American National Bank and Trust Company of Chicago
33 N. LA Salle
Box 221
MAIL TO
For information only insert street address of above described property.

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COOK COUNTY, ILLINOIS
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STATE OF ILLINOIS
REAL ESTATE & REVENUE
DEPT. OF REVENUE
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EXHIBIT "A"

January 7, 1971

A part of Block 25 in Stony Island Heights, a subdivision of part of the Southwest Quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

Beginning at the southwest corner of said Block 25; thence easterly along the south line of said Block 25, a distance of 475 feet; thence northerly at right angles a distance of 47.92 feet to a point 40 feet southerly of as measured at right angles to the centerline of the Chicago, Rock Island and Pacific Railroad Company's most southerly lead track; thence westerly parallel with and 40 feet southerly of the centerline of said lead track a distance of 483.73 feet to a point on the west line of said Block 25; thence southerly along the west line of said Block 25 a distance of 139.39 feet to the point of beginning.

Grantee agrees for itself, its successors and assigns, to preserve, safeguard and maintain Grantor's elevated right-of-way adjacent to and northerly of premises herein conveyed, and concurrent with any excavation of said premises, agrees to construct a retaining wall to support Grantor's right-of-way, pursuant to plans and specifications approved by Grantor's Chief Engineer or authorized representative. Grantee shall thereafter renew, repair and maintain said retaining wall at its sole cost and expense. This covenant shall run with the land conveyed and be binding upon the Grantee, its successors and assigns.

Grantee also agrees to construct, at its sole cost and expense, a 15 foot wide gravel roadway approximately 25 feet easterly of the east line of the premises herein conveyed, extending from 95th Street northeasterly to the top of Grantor's retained elevated right-of-way. Said roadway to be located by Grantor and constructed by Grantee pursuant to plans and specifications approved by Grantor's Chief Engineer or authorized representative. Grantee further agrees to permit Grantor to use the existing roadway across premises conveyed until the new gravel roadway has been constructed. This covenant shall run with the land conveyed and be binding upon the Grantee, its successors and assigns.

Grantor reserves an easement for the continued maintenance, operation and use of all existing driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities and easements of any kind whatsoever on said premises, whether owned, operated, used or maintained by the Grantor, Grantor's licensees or others, and whether or not of record, with reasonable right of entry for the purpose of repairing, reconstructing and replacing same.

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