

UNOFFICIAL COPY

DEED IN TRUST

23 062 634

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **RUTH G. LEVY, a widow and not remarried,** of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and No/100** Dollars (\$ **10.00**),

In hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey **Quitclaims** unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association whose address is **33 No. LaSalle Street, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **22nd** day of **December, 1974**, and known as Trust Number **25023**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

(See Schedule A Attached Hereto)

Handwritten signature: *Ruth G. Levy*
Date: *12/28/74*
Text: *Real Estate Transfer and Trust Agreement*

THIS INSTRUMENT WAS PREPARED BY

Jeffrey G. Liss
of **LIEBERMAN, LEVY, BARON & STONE LTD.**
150 N WABLER ST CHICAGO IL 60606

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, terms, covenants and conditions 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 defend parks, streets, highways or alleys to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or any terms, to convey either with or without recital, 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, to lease or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in succession or creation, by lease to commence in the future, and upon any terms and for any period or periods of time, and according to the uses and customs then in vogue, to lease for a term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time, and to 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 make and execute to renew leases and options to purchase the whole or any part of the premises and to contract respecting the manner of fixing the amount of ground or future estate, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to make assignments or changes of any kind, to 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 or any 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 standing or otherwise 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 any part thereof, 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 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 permitted to interfere into any of the duties of said Trustee, 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 beneficiaries of trusts of said estate) relying upon or claiming under any such conveyance, lease or other instrument, (a) that 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 hereunder, (b) 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 (c) that no contract, obligation or indebtedness of any kind or nature, or any other instrument or document in relation to said real estate or any part thereof, has been properly appointed and are fully read with all the title, estate, rights, powers, authorities, duties and obligations of its, his 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, individual 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 their agents or members shall do or omit to do in or about the said real estate or under the provisions of this or said Trust Agreement or any other instrument, or for injury to person or property happening in or about said real estate, 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 or their agents-in-fact, hereby irrevocably authorized for such purposes, or at 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 as 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of such and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall only in the earnings, profits and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be personal property, and the beneficiary hereunder shall have any title or equitable, in or to said real estate, as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago 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 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 expressly waives, releases, and releases, and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale an execution or otherwise.

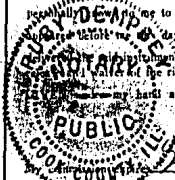
In Witness Whereof, the grantor, aforesaid has hereunto set her hand and seal this 22nd day of December, 1974.

[SEAL] *Ruth G. Levy* [SEAL]

[SEAL] [SEAL]

STATE OF **ILLINOIS**)
County of **COOK**)
I, *Ruby Dempsey*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Ruth G. Levy**

is the same person whose name is subscribed to the foregoing instrument, and she signed, sealed and acknowledged that she is the same person as her, free and voluntary act, for the uses and purposes therein set forth, including the right of homestead. seal this 22nd day of December, 1974. *Ruby Dempsey* Notary Public



American National Bank and Trust Company of Chicago
Box 221 900
25th Ave. & Lake St.
Melrose Park, Ill.

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Office

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Trust No. 25023

SCHEDULE A

LEGAL DESCRIPTION:

Parcel 1:

Lots 3 and 4 in Metropolitan Industrial District Melrose Park, being a Subdivision of Section 4, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

A perpetual non-exclusive easement for the benefit of parcel 1 as created by easement agreement between National Boulevard Bank of Chicago, as trustee under trust agreement dated August 17, 1971 and known as trust No. 4040, National Boulevard Bank of Chicago, as trustee under trust agreement dated December 3, 1970 and known as trust No. 3625, National Boulevard Bank of Chicago, as trustee under trust agreement dated February 23, 1971 and known as trust No. 3709 and National Boulevard Bank of Chicago, as trustee under trust agreement dated January 30, 1970 and known as trust No. 3362 dated August 19, 1971 and recorded September 17, 1971 as document 21625805 for ingress and egress and to maintain, repair, use, replace and operate water pump, water tank and related equipment now on or hereafter from time to time located on lot 5 in Metropolitan Industrial District Melrose Park, aforesaid in Cook County, Illinois.

Parcel 3 (A)

A perpetual non-exclusive easement for the benefit of parcel 1, as created by agreement dated May 12, 1972 and recorded January 15, 1973 as document 22187350 Bot Midland-Ross Corporation, an Ohio corporation, National Boulevard Bank of Chicago, as trustee under trust agreement dated December 3, 1970 and known as trust No. 3625 and National Boulevard Bank of Chicago, as trustee under trust agreement dated February 23, 1971 and known as trust No. 3709 to maintain, use, operate, reconstruct, improve and renew railroad tracks and related railroad facilities over the following described strip of land.

That part of the land South of the East half of the South East quarter of Section 4 lying East of the East line of the right of way of the Indiana Harbor Belt Railroad Company (as conveyed to the Chicago, Hammond and Western Railroad Company by deed recorded June 19, 1897 as document 2554182 and that part of the East half of the North East quarter of Section 9 lying East of said East line of the right of way of the Indiana Harbor Belt Railroad Company, all in Township 39 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at a point on said East right of way line, said point being 110.95 feet South of the North line of Section 9, thence North 0 degrees 29 minutes 07 seconds West along said East line 43.81 feet to a point, thence Southeasterly along a curve concave to the North East having a radius of 264.37 feet, an arc distance of 416.57 feet to a point of tangency (the chord of said arc having a bearing of South 68 degrees 38 minutes 11 seconds East) thence North 66 degrees 13 minutes 22 seconds East 299.21 feet to a point, thence South 23

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(Schedule A continued) page 2

degrees 46 minutes 38 seconds East 20.00 feet to a point, thence South 66 degrees 13 minutes 22 seconds West 299.21 feet to a point of curvature, thence Northwesterly along a curve concave to the North having a radius of 284.37 feet an arc distance of 407.62 feet to the point of beginning, in Cook County, Illinois.

Parcel 3 (B)

A perpetual exclusive easement for the benefit of parcel 1 as created by agreement dated May 12, 1972 and recorded January 15, 1973 as document 2218/350 Bet Midland-Ross Corporation, an Ohio corporation, National Boulevard Bank of Chicago, as trustee under trust agreement dated December 3, 1970 and known as trust No. 3625 and National Boulevard Bank of Chicago, as trustee under trust agreement dated February 23, 1971 and known as trust No. 3709 to construct, maintain, use, operate, relocate, reconstruct, improve and renew railroad tracks and related railroad facilities over the following described strip of land:

That part of the South 1870 feet of the East half of the South East quarter of Section 4 lying East of the East line of the right of way of the Indiana Harbor Belt Railroad Company (as conveyed to the Chicago, Hammond and Western Railroad Company by deed recorded June 19, 1897 as document 2554182) and that part of the East half of the North East quarter of Section 9 lying East of said East line of the right of way of the Indiana Harbor Belt Railroad Company, all in Township 39 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at a point on the North line of the South 1870 feet of the East half of the South East quarter of Section 4, said point being 693.66 feet East of the East right of way line of the Indiana Harbor Belt Railroad, thence due East along said North line 32.50 feet, thence South 9 degrees 26 minutes 14 seconds West 117.97 feet to a point thence Southwesterly along a curve concave to the North West having a radius of 284.35 feet an arc distance of 176.96 feet to a point (the chord of said arc having a bearing of South 23 degrees 01 minutes 11 seconds West) thence South 66 degrees 13 minutes 22 seconds West 129.94 feet to a point, thence Northeasterly along a curve concave to the North West having a radius of 482.03 feet an arc distance of 68.74 feet to a point of compound curvature (the chord of said arc having a bearing of North 62 degrees 08 minutes 14 seconds East) thence Northeasterly along a curve concave to the North West having a radius of 264.35 feet an arc distance of 220.81 feet to a point of compound curvature, thence along a curve concave to the West having a radius of 414.86 feet an arc distance of 74.09 feet to the point of tangency, thence North 0 degrees 02 minutes 28 seconds West 39.07 feet to the point of beginning, all in Cook County, Illinois.

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END OF RECORDED DOCUMENT

RECORDS OF DEEDS
COOK COUNTY ILLINOIS

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