

UNOFFICIAL COPY

DEED IN TRUST

24 326 003

1978 FEB 14 PM 3 11
RECORDER OF DEEDS
COOK COUNTY ILLINOIS

RECORDED

FORM 4711 FORMS SERVICE INC. CHICAGO, ILLINOIS 60604

TRIO 11

The above space for recorder's use only

THIS INDENTURE WITNESSETH That the Grantor Illinois Central Gulf Railroad Company, a Delaware Corporation, successor to Illinois Central Railroad Company and Kensington and Eastern Railroad Company, an Illinois Corporation, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00),

12.00

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey

Warrant and Quit Claim unto MELROSE PARK NATIONAL BANK, 17th Avenue and Lake Street, Melrose Park, Illinois, 60160, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the first day of February 19 78, and known as Trust Number 2320, the following described real estate in the County of Cook and State of Illinois, to-wit:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO ALL COVENANTS, LICENSES AND EASEMENTS OF RECORD

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust and for the 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 vary any subdivision or part thereof, and to redivide the 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 covenants, 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, pledge or otherwise encumber said real estate, or any part thereof, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 199 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 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 do all things which in the opinion of said Trustee, or any successor in trust, shall be necessary or expedient to carry out the purposes of this deed, 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 above specified, at any time or times hereafter.

This conveyance is made upon the express understanding and condition that neither Melrose Park National Bank, 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 anything in or about this deed, or for injury to person or property happening in or about said real estate, any such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred by the Trustee in the execution of this deed or any amendment thereof, or for injury to person or property happening in or about said real estate, shall be the liability of the Trustee in its own name, as Trustee of an express trust and in fact, hereby irrevocably appointed for such purposes, or at the election 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 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under this deed or any of them shall be only in the earnings, avails and proceeds arising from the sale or any 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, the intention hereof being to vest in said Melrose Park National Bank 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 the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitation" or "with limitation of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce a said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered real estate is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases 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 S aforesaid have hereunto set their hands and seal S this sixth day of February 19 78.

ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation,

KENSINGTON AND EASTERN RAILROAD COMPANY, an Illinois corporation,

By J. E. Konker Vice President

By J. E. Konker President

Attest: R. E. Niese Secretary

Attest: R. E. Niese Secretary

RETURN TO: MELROSE PARK NATIONAL BANK
17th Avenue & Lake Street
Melrose Park, Illinois, 60160

For information only insert street address of above described property.

Box 660 - Cook County Recorder
Mail to Thomas W. Namara
c/o J. B. Namara
Chicago IL 60611

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1071231

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
FEB 14 1978
REVENUE
12.00

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
FEB 14 1978
REVENUE
67.00

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
FEB 14 1978
REVENUE
100.00

12.00

67.00

100.00

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Charles E. Kenger, a Notary Public in and for said County, in the State of Illinois, do hereby certify that R. A. Lewis, personally known to me to be the Vice President of Central Gulf Railroad Company, a corporation, duly licensed to transact business in the State of Delaware, and R. L. Wiese, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of February, 1978

Charles E. Kenger
Notary Public
My commission expires
November 24, 1981

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Charles E. Kenger, a Notary Public in and for said County, in the State of Illinois, do hereby certify that R. E. Keckie, personally known to me to be the Vice President of Kensington and Eastern Railroad Company, a corporation, duly licensed to transact business in the State of Illinois, and R. L. Wiese, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of February, 1978

Charles E. Kenger
Notary Public
My commission expires
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EXHIBIT "A"

A parcel of land located in the North Half of Section 36, Township 37 North, Range 14 East of the Third Principal Meridian, in Chicago, Cook County, Illinois, described as follows:

Beginning at a point on the West line of South Torrence Avenue, (being a line 50 feet West of and parallel with the East line of Section 36, aforesaid), said point being 661.34 feet North of the intersection of said West line, and said West line extended South, of South Torrence Avenue with the South line of the North Half of Section 35, aforesaid; Thence West at right angles to said West line of South Torrence Avenue, 1239.08 feet to the East line of the West 33 feet of the East Half of the Northeast Quarter of said Section 36; Thence North along said last described line, 90.02 feet to the North line of the South 753.0 feet of the Northeast Quarter of said Section 36; Thence West along said last described line, 1146.05 feet to the Northeasterly Clear Channel line of the Calumet River, (said Northeasterly Clear Channel line being a straight line drawn from a point on the South line of the North Half of said Section 36, 1873.07 feet West of the Southeast corner of the North Half of said Section 36 to a channel deflection point 3280.0 feet West, as measured at right angles, of the East line of said Section 36 and 785.0 feet South, as measured at right angles, of the North line of said Section 36); Thence Northwesterly along said last described North-easterly Clear Channel line, 1408.35 feet to said channel deflection point being here-tofore described as 3280.0 feet West, as measured at right angles, of the East line of said Section 36 and 785.0 feet South, as measured at right angles, of the North line of Section 36; Thence Northwesterly along said Northeasterly Clear Channel line, (being described as a straight line running from said last described channel deflection point to a channel deflection point 3440.0 feet West, as measured at right angles, of the East line of said Section 36 and 460.0 feet South, as measured at right angles, of the North line of said Section 36, said last described point being hereinafter referred to as point "A"), 312.25 feet to an intersection with the Southerly right of way line of the Kensington and Eastern Railroad Company, being a point 50.20 feet Southeast, as measured along said Northeasterly Clear Channel line, of herein described point "A"; Thence Easterly along said Southerly right of way line of the Kensington and Eastern Railroad Company, 769.78 feet to a point on the West line of the Northeast Quarter of said Section 36, 480.0 feet South of the Northwest corner of said Northeast Quarter; Thence continuing Easterly along said Southerly right of way line, 1250.0 feet to a point being 463.0 feet South of the North line of said Section 36 and 1250.0 feet East of the West line of the Northeast Quarter of said Section 36; Thence Northeasterly 230.16 feet to a point on said Southerly right of way line of the Kensington and Eastern Railroad Company, said point being 1172.95 feet West of the East line of said Section 36 and 417.0 feet South of the North line of said Section 36; Thence continuing Easterly along said Southerly right of way line, 654.20 feet to a point being 518.95 feet West of the East line of said Section 36 and 400.0 feet South of the North line of said Section 36; Thence North 5.60 feet to a point on the South line of the Kensington and Eastern Railroad Company Waylands, (as the same is described in Warranty Deed dated April 9, 1908 and recorded as Document 432451); Thence Southeasterly along said last described South line of said Waylands, 364.73 feet to an intersection with the South-westerly right of way line as widened of the former New York, Chicago and St. Louis Railroad Company, being a line 58 feet Southwesterly, as measured at right angles, of the center line of the original right of way, 66 feet in width, of said Railroad Company; Thence Southeasterly along said Southwesterly right of way line as widened, 155.68 feet to said West line of South Torrence Avenue; Thence South along said West line of South Torrence Avenue, 1443.72 feet to the place of beginning.

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