

WARRANTY DEED IN TRUST

UNOFFICIAL COPY

Exempt under provisions of Paragraph e Section 4, Real Estate Transfer

Date 6-27-79 85 082 401 Seller, Seller or Representative

W. B. A. C. 112320

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, E.M. MELAHN CONSTRUCTION COMPANY, a corporation of Delaware

of the County of Kane 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 and Warrant unto WHEELING TRUST AND SAVINGS BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, 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 5th day of July 19 79, and known as Trust Number 79-302, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

1300

COOK COUNTY, ILLINOIS FILED FOR RECORD

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SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the covenants, 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 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 on any terms to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to assign 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 pledge 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 lease to commence in, present or in future, and upon any terms 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 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 rental, 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 easement 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, 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 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 privileged 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 conveyance lease or other instrument, 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, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successor in trust, that such successor or successor in trust have been properly appointed and duly vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Wheeling Trust and Savings 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 it or they or its or their 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 thereof, 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 as their trustees, 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 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 the filing for record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them 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 Wheeling Trust and Savings 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 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands 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 aforesaid has hereunto set hand and seal this 27th day of June 19 79

ATTEST: [Signature] [SEAL] E.M. MELAHN CONSTRUCTION CO., [SEAL] BY: [Signature] [SEAL]

State of [] SS. [] a Notary Public in and for said County, in the state aforesaid, do hereby certify that:

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 signed, sealed and delivered the said instrument as 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 notarial seal this [] day of [] 19 []

Notary Public

Grantee's address: 350 E. Dundee Road Wheeling, Illinois 60093 For information only insert street address of above described property.

WHEELING TRUST AND SAVINGS BANK

This space for affixing Stamp and Revenue Stamp

Office

Document Number

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PARCEL 2: 01-36-300-007-000 - Vol.001

The South 1/2 of Lot 1 and the South 5 acres of the North 1/2 of said Lot 1 (except that part of said Lot 1 and of said South 5 acres lying Southeasterly of the Northwesterly right of way line of Healy Road) in The North West 1/4 of Section 30, Township 42 North, Range 9, in Cook County, Illinois.

PARCEL 3: 01-30-100-010-000 Vol.001

The South 1/2 of Lot 2 and the South 5 acres of the North 1/2 of said Lot 2 (except that part of said Lot 2 and of said South 5 acres lying Southeasterly of the Northwesterly right of way line of Healy Road) in the North West 1/4 of Section 30, Township 42 North, Range 9, East of the Third Principal Meridian, (excepting the West 190.0 feet of the South 1/2 of said Lot 2 and also excepting the west 190.00 feet of the South 5 acres of the North 1/2 of said Lot 2 conveyed to the Commonwealth Edison Company by Document Number 18454231 recorded April 23, 1962) in Cook County, Illinois.

9434L

*Both properties are located at the northwest corner
corner of State Route 72 and Healy Road*

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STATE OF ILLINOIS)

) vs.

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COUNTY OF COOK)

Alan Rach ORESCHER being duly sworn on oath,
states that he resides at 111 W. Menard Chicago
That the attached deed is not in vio-
lation on Paragraph 1 of Chapter 109 of the Illinois Revised Statutes
for one of the following reasons:

A Said Act is not applicable as the grantors own no adjoining proper-
ty to the premises described in said deed.

-OR-

B. The conveyance falls in one of the following exemptions enumerated
in said Paragraph 1:

1. The division or subdivision of land into parcels or tracts of 5
acres or more in size which does not involve any new streets or
easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded
subdivision which does not involve any new streets or easements of
access;
3. The sale or exchange of parcels of land between owners of adjoining
and contiguous land.
4. The conveyance of parcels of land or interest therein for use as
a right of way for railroads or other public utility facilities and
other pipe lines which does not involve any new streets or ease-
ments of access;
5. The conveyances of land owned by a railroad or other public utility
which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or
grants or conveyances relating to the dedication of land for pub-
lic use or instruments relating to the vacation of land impressed
with a public use.
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the
division into no more than 2 parts of a particular parcel or tract
of land existing on July 17, 1959 and not involving any new streets
or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract
when a survey is made by a registered surveyor provided, however,
that this exemption shall not apply to the sale of any subsequent
lots from the same larger tract of land, as determined by the di-
mensions and configuration of the larger tract on October 1, 1973.

CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the pur-
pose of inducing the Recorder of Deeds of ~~Cook~~ County, Illinois, to
accept the attached deed for recording. True

SUBSCRIBED and SWORN to before me
this 28 day of June, 1988.

E. H. [Signature]
Notary Public

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