

D-3 70-13-527

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, VILLAGE OF ROSEMONT, a body politic and corporate, 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, Conveys and Warrants 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 1st day of August 1985, and known as Trust Number 65403, the following described real estate in the County of Cook and State of Illinois, to wit:

SEE ATTACHED EXHIBIT A.

THIS DOCUMENT PREPARED BY: LAWRENCE RIPES, 9622 FRANKLIN AV., FRANKLIN PARK, ILLINOIS 60131

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 in reasonable said real estate as often as desired, in contrast 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 grant in 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, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases in perpetuity or for term, and 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 renew or extend leases upon any terms and conditions 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 lease and in grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract respecting the manner of filing the amount of present or future rentals, to partition or to partition said real estate, or any part thereof, for other real or personal property, to grant easements or rights 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 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 in 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 to 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, final 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, (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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, final deed, lease, 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, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This covenance 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 anything it or they or its or their agent or attorney may do or omit to do in or about the said real estate or under the provisions of this Deed and said Trust Agreement or any amendment thereto, or for injury in person or property happening in or about said real estate, any 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 Trust beneficiaries under said Trust Agreement as their attorney-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 its 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 each and every beneficiary hereunder and under said Trust Agreement out of all proceeds claiming under them or any of them shall be only in the principal, profits 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 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 in 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 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 and releases any 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 on execution or otherwise.

In Witness Whereof, the grantor, aforesaid, hereby sets its hand and seal this 3d day of October 1985.

Hubert T. Langer (MAYOR PRO TEM) Irene H. Kolaski (VILLAGE CLERK)

STATE OF Illinois, County of Cook, do hereby certify that Hubert T. Langer and Irene H. Kolaski, of the Village of Rosemont, Illinois, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their 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 3rd day of OCTOBER, A.D., 1985.

Ruth Meyer, Notary Public

My commission expires 2/25/87

This space for affixing Riders and Reverse Clauses

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EXHIBIT A

That part of Lot 1 in Rosemont-William Street Addition, being a subdivision of part of Lot 2 in Henry Hachmeister's Division in the Northwest quarter of Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, lying East of a line drawn at right angles to the North line of said Lot 1, 249.83 feet East of the Northwest corner of said Lot 1, excluding the west 307.5 feet of the foregoing described tract, in Cook County, Illinois, commonly known as 5520 River Road, Rosemont, Illinois.  
12-100-100-104 (part)/- 105

SUBJECT TO: Grantee in this deed, its successors, assigns and every successor in interest take the property described herein subject to the terms conditions covenants and restrictions contained in the Development and Disposition Agreement as Amended, between the Village of Rosemont and W-H Investments, an Illinois general partnership with William Walsh and Glenn Hartung as general partners as originally approved by Village of Rosemont Ordinance No. 84-12-6K on December 6, 1984 and as later amended, all covenants, restrictions and easements of record and general real estate taxes for 1985 and subsequent years.

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Cook County Clerk's Office

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Property of Cook County Clerk's Office

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SOMERSETT, CALIF.  
NATH + ROSENTHAL  
800 SEAKY TOWER  
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