

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, EDELWEISS LTD, an Illinois Limited Partnership

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars &/other good & valuable considerations

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey to and Warrant to unit FORD CITY BANK AND TRUST CO., 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 9th day of December, 1986, and known as Trust Number 4670, the following described real estate in the County of Cook and State of Illinois, to wit:

That part of the East half of the Southeast quarter of Section 23, Township 37 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Out-lot "A" in Edelweiss In The Park, being a Subdivision of part of said East half of the Southeast quarter of Section 23, Thence South 80 Degrees 44 minutes 53 seconds East along the North line of said Edelweiss In The Park, Extended Easterly, 483.30 feet; thence South 00 Degrees 07 minutes 18 seconds east, 110.79 feet to the point of beginning, thence continuing South 00 degrees 07 minutes 18 seconds East, 825.47 feet; Thence South 89 Degrees 52 minutes 42seconds West, 368.00 feet; thence South 00 Degrees 07 minutes 18 seconds East, 370.00 feet; thence South 89 Degrees 52 minutes 42 Seconds West, 165.00 feet to a point on a curve; thence Northeasterly along a curve to the left, having a radius of 50.00 feet, a chord bearing of North 44 Degrees 52 Minutes, 42 Seconds East, and arc Distance of 78.54 feet to a point of tangency; Thence North 00 Degrees 07 minutes 18 Seconds West, 411.30 feet to a point on a curve; thence Northeasterly

SUBJECT TO taxes and special assessments after the year 1985 and to conditions and restrictions of record.

TO HAVE AND TO HOLD the said real estate with the appurtenances, to the Trust, 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 may be required, to contract in 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 to such successor or successors in trust all of the title, estate, power and authorities vested in said Trustee, to execute, 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 to commence on or after the date hereof, 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 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 purchase and options to purchase the whole or any part of the premises and to contract respecting the manner of fixing the amount of present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or concerning any part of 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, be held liable for any act of said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, shall be held, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any such money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed 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 State) relying upon or claiming under any such conveyance, lease or other instrument, (a) That at the time of the delivery thereof the Trust Agreement and said Trust Agreement were 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, in all amendments thereof, 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, trust deed, lease, mortgage or other instrument and (d) 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 conveyance is made upon the express understanding and condition that neither Edelweiss Ltd. and Trust Co., 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 if or they or its or their agents or attorneys may or omit to do 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. 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or in the name of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no liability 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, wherever and whenever 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 Ford City Bank and Trust Co. 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 of the said real estate, 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 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 of benefit under and by virtue of any and all statutes of the State of Illinois providing for the assumption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 27th day of December, 1986. (SEAL) EDELWEISS LTD, an Illinois Limited Partnership (SEAL) (Joseph F. Capparelli, an authorized partner)

State of ILLINOIS } 1. Charlotte S. Ausherman a Notary Public in and for said County, in County of COOK } SS. the state aforesaid, do hereby certify that Joseph F. Capparelli



personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 27th day of December, 1986. Charlotte S. Ausherman Notary Public

MAIL TO: FORD CITY BANK and Trust Co. A COLE-TAYLOR BANK

7601 SOUTH CICERO AVENUE CHICAGO, IL 60652

The information only insert street address of above described property.

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12/27/86 - [Signature] By: [Signature] Secretary Representative

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along a curve to the right, having a radius of 240.00 feet, a chord bearing of North 77 Degrees 02 Minutes 19 Seconds East, an arc Distance of 107.57 feet to a point of tangency; Thence North 89 Degrees 52 Minutes 42 Seconds East, 214.00 feet to a point of curvature; Thence Northeasterly along a curve to the Left, having a radius of 50.00 feet, an Arc Distance of 78.54 feet to a point of tangency; Thence North 00 Degrees 07 Minutes 18 Seconds West, 163.00 feet to a point of curvature; Thence Northerly along a curve to the left, having a radius of 577.50 feet, an Arc Distance of 83.24 feet to a point of reverse curve; Thence continuing Northerly along a curve to the right, having a radius 522.50 feet, an Arc Distance of 150.62 feet, a point of reverse curve; thence continuing Northerly along a Curve to the Left, having a radius of 577.50 feet, an arc distance of 83.24 feet to a point of tangency; thence North 00 Degrees Minutes 18 Seconds West 181.47 feet; thence North 89 Degrees 52 Minutes 42 Seconds East, 115.00 feet to the Point of beginning all in Cook County, Illinois

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 COOK COUNTY RECORDER

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COOK COUNTY Clerk's Office