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TRUSTEE'S DEED IN TRUST

87397440

The above space for recorder's use only

Midwest Bank and Trust Company, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Trustee in pursuance of a trust agreement dated the 9th day of December 1983 and known as Trust Number 83-12-4294 party of the first part, and Pioneer Bank and Trust Company, as Trustee under Trust Agreement dated July 7, 1987 and known as Trust Number 24856 party of the second part. Grantee's Address/c/Daniel J. Murphy, 199 S. Addison Rd., Wood Dale, IL 60191

WITNESSETH, that said party of the first part, in consideration of the sum of Ten-and-no/100----- Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois to-wit:

See Attached Exhibit A and Exhibit B

15.00

COOK COUNTY

1987 JUL 20 PM 3:14

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This conveyance is made pursuant to a Direction authorizing the party of the first part to convey directly to the party of the second part, and to pursuant to authority granted in the Trust Agreement authorizing the party of the first part to convey directly to the party of the second part.

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority is hereby granted to said trustee to substitute and resubstitute the real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or to lease or to execute grants of options to purchase; to execute contracts to sell on any terms; to convey either with or without consideration; to convey the 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 the trustee to donate, to dedicate, to mortgage, or otherwise encumber the real estate or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion by leases to commence in present or future, and upon any terms and for any period or periods of time; and to execute renewals or extensions of leases upon any terms and for any period or periods of time; and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rentals; to execute grants of easements or charges of any kind; to release, convey or assign any right, title or interest in or about or appurtenant to the real estate or any part thereof; and to deal with the title to 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 title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to disburse into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, and that at the time of the delivery thereof the trust created herein and by the trust agreement was in full force and effect, and that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in the trust agreement or in any amendments thereof and binding upon all beneficiaries, and that the trustee 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 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 the trustee or their predecessor in trust.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails and proceeds thereof as a beneficiary.

If the title to any of the above lands 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.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in Grantor by the terms of said deed or deeds in trust, pursuant to the trust agreement above mentioned. This deed is subject to the Lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date hereof.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Vice Pres. and attested by its Asst. Secretary

this 1st day of July 1987.

Midwest Bank and Trust Company
As Trustee as Aforesaid.
Grantor
By: [Signature]
Attest: [Signature] Asst. Secy.

July 20 1987

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
425.50

EXEMPTION APPROVED
VILLAGE ADMINISTRATOR, VILLAGE OF RIVER FOREST

COOK COUNTY
REAL ESTATE TRANSFER TAX
425.50
87397440

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STATE OF ILLINOIS)
COUNTY OF COOK)SS

On July 10, 1987 the foregoing instrument was acknowledged before me by
Barbara Love, Vice Pres. and Kathleen Plazyk, Asst. Sec'y.
of Midwest Bank and Trust Company, an Illinois corporation and by _____
of said Bank, who affixed the seal of said Bank, all on behalf of said Bank.

This instrument was prepared by:

Barbara Love, Midwest Bank & Trust Co.
1606 N. Harlem Ave.
Elmwood Park, IL 60635

Shirley A. Palazzo Notary Public
My Comm. Expires April 15, 1988
721 2210 N. Lake Street
River Forest, IL 60685

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NAME JEROME F. CROTTY, ESC.
RIECK AND CROTTY, P.C.
STREET 55 WEST MONROE ST.
SUITE 3660
CITY CHICAGO, ILLINOIS 60603

BOX:

BOX 333 - HV

For information only. Insert street address of above described property.

Send subsequent Tax Bills to:

DANIEL J. MURPHY
Name
199 S. ADDISON ROAD
Address
WOOD DALE, ILLINOIS 60191

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: (FEE PARCEL)

LOTS 8, 9, 10 AND 11 AND THE WEST 1/3 OF LOT 7 IN BLOCK 1, IN HARLEM, BEING QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF RAILROAD AND SOUTH OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LEASEHOLD ESTATE CREATED BY LEASE FROM LUCILLE MARTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1935, LESSOR, TO CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 13, 1937 AND KNOWN AS TRUST NUMBER 31841, LESSEE, SAID LEASE DATED SEPTEMBER 1, 1937 AND RECORDED SEPTEMBER 16, 1937 AS DOCUMENT 12054983, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1937 FOR A TERM OF 99 YEARS, TO WIT:

THAT PART OF THE WEST 2/3RDS OF LOT 6 AND THE EAST 2/3RDS OF LOT 7 IN BLOCK 1 IN HARLEM, SAID HARLEM BEING A SUBDIVISION BY JOHN S. QUICK OF A PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 6 AND 7 AND LYING EAST OF A LINE 80 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN SAID HARLEM.

ALSO

ALL THAT PART OF LOT 1 IN SCHLUND'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE BEGINNING ON THE EAST LINE OF AND AT A POINT 74 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE IN A WESTERLY DIRECTION PARALLEL WITH THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 25 FEET; THENCE IN A SOUTHERLY DIRECTION PARALLEL WITH THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 6 FEET; THENCE IN A WESTERLY DIRECTION TO A POINT ON THE WEST LINE OF AND 80 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN WIEBOLDT STORES, INC., A CORPORATION OF ILLINOIS, AND LUCILLE MARTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1935 AND HER SUCCESSORS AND ASSIGNS, DATED SEPTEMBER 28, 1936 AND RECORDED OCTOBER 3, 1936 AS DOCUMENT 11989061 AND RE-RECORDED AS DOCUMENT 11894674 FOR THE PURPOSE OF A DRIVEWAY FOR TRUCKS AND DELIVERY CARS, OVER THE FOLLOWING DESCRIBED PROPERTY OVER THAT PART OF THE LAND WHICH LIES NORTH OF A LINE 90 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1 AND LOTS 6 AND 7 HEREINAFTER DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 (EXCEPT THE EAST 15 FEET THEREOF) IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN RIVER FOREST, COOK COUNTY, ILLINOIS, LYING SOUTH OF A LINE

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BEGINNING AT THE EAST LINE OF AND AT A POINT 74 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE IN A WESTERLY DIRECTION PARALLEL WITH THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 25 FEET; THENCE IN A SOUTHERLY DIRECTION PARALLEL WITH THE EAST LINE OF SAID LOT 1, FOR A DISTANCE OF 6 FEET; THENCE IN A WESTERLY DIRECTION TO A POINT ON THE WEST LINE OF AND 80 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS;

ALSO OVER THAT PART OF THE WEST 2/3 OF LOT 6 AND THE EAST 2/3 OF LOT 7 IN HARLEM, SAID HARLEM BEING A SUBDIVISION BY JOHN S. QUICK OF A PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF A LINE 80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 6 AND 7 AND LYING EAST OF A LINE 80 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN SAID HARLEM, IN COOK COUNTY, ILLINOIS.

BA on
P.I.N.: 15-12-272-001 LOT 7, 8, 9, 10, 11
15-12-272-002 LOT 6 *BA on*
15-12-272-004 LOT 1

B & G on

Address: 7217-49 West Lake Street
River Forest, IL

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EXHIBIT B

SUBJECT TO:

1. Real Estate Taxes now due but not yet payable, and real estate taxes for the year 1986 and thereafter.
2. Existing leases and tenancies and that certain Ground Lease dated September 1, 1937.
3. Acts done or suffered by judgments against Grantee or Tower Associates, a Michigan partnership, or its nominee, or any person or persons claiming by, through or under them.
4. Terms, powers, provisions and limitations of the Trust under which title to said Land is held.
5. Encroachment of decorative metal trim located mainly on the Land or onto land North and adjoining by about 0.50 feet, as disclosed by survey made by Chicago Guarantee Survey Company, as Order No. 8609014, dated October 3, 1986.
6. Encroachment of chain link fence located mainly on the Land or onto the land South and adjoining by about 0.18 feet, as disclosed by survey made by Chicago Guarantee Survey Company, as Order No. 8609014, dated October 3, 1986.
7. Terms, provisions and conditions contained in the instrument creating an easement (the "Easement") by Wieboldt Stores, Inc., a corporation of Illinois, as Grantor, and Lucille Martin, as Grantee, as Trustee under Trust Agreement dated November 7, 1935, her successors and assigns, dated September 28, 1936 and recorded October 3, 1936 as Document No. 11889061 and recorded as Document No. 11894674.
8. Rights of the adjoining owner or owners to the concurrent use of the Easement.
9. Rights of public or quasi-public utilities, if any, in the Land.

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