

UNOFFICIAL COPY

88070028

QUIT CLAIM
BY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, JAY BEE CARTAGE 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), Quit Claim in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and W unto 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 16th day of December 1987, and known as Trust Number 4811, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto.

Grantee's Address: 7601 South Cicero Avenue
Chicago, Illinois 60652

Permanent Tax I.D. Number: 16-27-306-009
16-27-306-037 UN

EXEMPT
BY TOWN ORDINANCE
TOWN OF CICERO
BY [Signature]
2/11/88

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances to 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 subdivisions or part thereof, and to resubdivide said real estate as he or she may desire, 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 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, to pledge, to sell, to lease, to encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or in reversion, in present or in future, and for any term 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 purchase and 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 concerning 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 or persons in 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 to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the lawfulness, validity 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. (a) That at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was a 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 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) 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 conveyance is made upon the express understanding and condition that neither Ford City Bank and Trust Co., and 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 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 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 beneficiaries under said Trust Agreement at 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 the payment and discharge thereof. All persons and corporations, if 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 and of all persons claiming under them or any of them, shall be only in the earnings, assets 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, assets and proceeds thereof as aforesaid, the intention of the parties 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 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 as is 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 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 of otherwise.

In witness whereof, said Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 27th day of January, 1988.

IMPRESS
CORPORATE SEAL
HERE

JAY BEE CARTAGE COMPANY

[Signature]
President

[Signature]
Secretary

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, (a) HEREBY CERTIFY, that Lisa Kapickan personally known to me to be the President of Jay Bee Cartage Company

IMPRESS
CORPORATE SEAL
HERE

and Lisa Kapickan personally known to me to be the 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 as such President and Secretary, they signed and delivered the said instrument 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 official seal, this 27th day of January 1988.

Commission expires 12-8-88

OFFICIAL SEAL
LISA KAPICKAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-8-88

MAIL TO:

FORD CITY BANK

7601 SOUTH CICERO AVENUE
CHICAGO, ILLINOIS 60652

2933 South Cicero Avenue
Cicero, Illinois 60650

PREPARED BY AND WHEN RECORDED MAIL TO:
Thomas J. Kelly, PEDERSEN & HOUP, 183 N. LaSalle St.,
Suite 3400, Chicago, IL 60601

Exempt under provisions of Paragraph e, Section 4,
Real Estate Transfer Tax Act.
Date 1-29-88
Buyer, Seller or Representative
Mary Ellen Pedersen
FC Filed in Cook County, Illinois
THE FORD CITY BANK & TRUST CO.,
"GOLF TAYLOR BANK/1989 CITY"

This space for affixing Riders and Revenue Stamps

Document Number

RETURN TO BOX 68

FC 12-6

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DATE OF BIRTH

Property of Cook County Clerk's Office

JOHN DE CRISTO
TOWN OF CHICAGO
TOWNSHIP

880700088

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EXHIBIT A

Demised Premises

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE EAST LINE OF THE WEST 599.18 FEET AND WEST OF THE WESTLINE OF MANUFACTURER'S JUNCTION RAILWAY COMPANY 99 YEAR EASEMENT, IN COOK COUNTY, ILLINOIS.

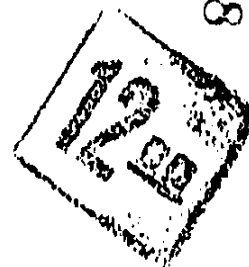
PARCEL 2:

THE EAST 23 FEET OF THE WEST 632.18 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 150.0 FEET TAKEN FOR 31st HIGHWAY AND EXCEPT THEREFROM THE 30 FOOT RIGHT-OF-WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 8778840), ALL IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$12.00
TR#220 TRAN 3120 02/17/88 16:13:00
#1380 # B * -88-070028
COOK COUNTY RECORDER

88070028

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