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SPECIAL WARRANTY DEED IN TRUST



Form 91-R 7/80

The above space for recorder use only

\$16.00

THIS INDENTURE WITNESSETH, That the Grantor MARIE WALSH SHARPE ART FOUNDATION, a nonprofit corporation created and existing under and by virtue of the laws of the State of Colorado, for and in consideration of TEN + 00/100 Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto the CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, whose address is 111 West Washington Street, Chicago, Illinois 60602, as Trustee under the provisions of a trust agreement dated the fifteenth day of December 1989, known as Trust Number 10-93956 the following described Real estate in the County of Cook and State of Illinois, to-wit:

REMISES, RELEASES, ALIENS AND CONVEYS AND WARRANTS

(see attached for legal description, execution, and notarization)

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX REVENUE 625.00 Cook County REAL ESTATE TRANSACTION TAX 312.50

PERMANENT TAX NUMBER: 16-07-308-013, 16-07-308-015, 16-07-308-016 VOLUME NUMBER:

TO HAVE AND TO HOLD the said premises 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 manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-lease said property 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 premises 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, pledge or otherwise encumber said property, or any part thereof, to lease said property, 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, 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 renew leases 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, to partition or to exchange said property, or any part thereof, for other real or personal property, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said 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 by this indenture and by said trust agreement was in full force and effect, and that no copy, or any other instrument was executed in accordance with the trusts, conditions and limitations contained in said indenture and in said trust agreement or in some article attached thereto and binding upon all beneficiaries thereunder, so that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease or mortgage or other instrument and that 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.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed 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 the said grantor hereby expressly waives and release 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 her hand and seal this 15th day of December 1989

(Seal)

(Seal)

THIS INSTRUMENT WAS PREPARED BY: David R. Hill, Sidley & Austin, One First National Plaza, Chicago, IL 60603

Notary Public in and for the said County of Cook, State of Illinois, 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

After recording return to: Box 533 (Cook County only)

CHICAGO TITLE AND TRUST COMPANY 111 West Washington St./Chicago, Ill. 60602 Attention: Land Trust Department

For information only - insert street address of above described property

7233742 DI

Real Estate Transfer Tax \$25, \$300, \$25, \$500, \$500, \$500, \$500, \$500

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

PARCEL 1:

The South 6 feet of Lot 16 and the North 25 feet of Lot 17 in Block 4 in Scoville and Niles Addition to Oak Park, a Subdivision of the West 1/2 of the South West 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The South 25 feet of Lot 17 and the North 45 feet of Lot 20 in Block 4 in Scoville and Niles Addition to Oak Park, a Subdivision of the West 1/2 of the West 1/2 of the South West 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

The North 44 feet of Lot 16 in Block 4 in Scoville and Niles Addition to Oak Park, a Subdivision of the West 1/2 of the West 1/2 of the South West 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

The South 48 feet of Lot 12 and the North 10 feet of Lot 13 in Block 4 in Scoville and Niles Addition to Oak Park, a Subdivision of the West

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1/2 of the West 1/2 of the South West 1/4 of
Section 7, Township 39 North, Range 13 East of
the Third Principal Meridian, in Cook County,
Illinois.

commonly known as 223 Marion Avenue and 229-235 Marion Avenue, Oak
Park, Illinois.

Together with all and singular the hereditaments and
appurtenances thereunto belonging, or in anywise appertaining, and
the reversion and reversions, remainder and remainders, rents,
issues and profits thereof, and all the estate, right, title,
interest, claim or demand whatsoever, of the party of the first
part, either in law or equity, of, in and to the above described
premises, with the hereditaments and appurtenances: TO HAVE AND
TO HOLD the said premises as above described, with the
appurtenances, unto the party of the second part, its heirs and
assigns forever.

And the party of the first part, for itself, and its
successors, does covenant, promise and agree, to and with the party
of the second part, its heirs and assigns, that it has not done or
suffered to be done, anything whereby the said premises hereby
granted are, or may be, in any manner incumbered or charged, except
as herein recited; and that the said premises, against all persons
lawfully claiming, or to claim the same, by, through or under it,
it WILL WARRANT AND DEFEND, subject to those exceptions listed on
Schedule 1 attached hereto and incorporated herein by this
reference.

Permanent Real Estate Index Numbers: 16-07-308-013,
16-07-308-015, 16-07-308-016, 16-07-018 *apt*

Addresses of real estate 223 and
229-235 Marion Avenue, Oak Park,
Illinois

IN WITNESS WHEREOF, said party of the first part has
caused its corporate seal to be hereto affixed, and has caused its
name to be signed to these presents by its President, and attested
by its Secretary, the day and year first above written.

MARIE WALSH SHARPE ART FOUNDATION

By: Charles J. Hemmingsen
Charles J. Hemmingsen, President

COOK COUNTY, ILLINOIS

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles J. Hemmingsen personally known to me to be the President of the MARIE WALSH SHARPE ART FOUNDATION, a nonprofit corporation, ~~and Joyce E. Robinson, personally known to me to be the Secretary of said nonprofit 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 15th day of December, 1989.

Patricia Flowers

Notary Public

Commission expires:



Cook County Clerk's Office

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SCHEDULE 1

Title will be subject to the following matters:

1. Rights or claims of parties in possession;
2. Encroachments, easements, overlaps and boundary line disputes and any matter of public record;
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law;
4. Taxes or special assessments for 1989 and subsequent years;
5. Possible encroachment of the sidewalk located mainly on the premises south and adjoining over onto the land by about 1 foot (affects Parcel 4); and
6. Terms, provisions and conditions of a covenant running with the land (dated April 27, 1963 and recorded June 4, 1963 as document 1881519) made by Marie W. Sharpe in which she agrees for herself, her heirs, executors, assigns and successors in interest that on and after December 31, 1963 "no cooking facilities shall be permitted in the building unless they are located inside a legal dwelling unit in the building and are used exclusively by the occupants of said unit of the building." (Affects Parcel 3).

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