

UNOFFICIAL COPY

91-02875-1
20th

GENERAL WARRANTY DEED INTO TRUST

91676536

THIS INDENTURE, entered into this ^{20th} day of December, 1991, between THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio corporation having its principal offices at 1144 East Market Street, Akron, Ohio (hereinafter called "Grantor"), and AMERICANMIDWEST BANK & TRUST of 1600 W. Lake Street, Melrose Park, Illinois 60160, not personally but as Trustee under that Trust Agreement dated September 16, 1991 and known as Trust No. 6345 (hereinafter called "Grantee").

WITNESSETH THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell, convey, and warrant to the Grantee, its successors and assigns, all that tract or parcel of land lying and being in the City of Melrose Park, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof by this reference,

SUBJECT TO current taxes and assessments, leases, subleases, and to all highways, rights-of-way, easements, reservations, covenants and restrictions of record.

TO HAVE AND TO HOLD the same, together with all and singular the rights, members, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever, in fee simple.

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 improve, 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 resubdivide 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 praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 reversion 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

REV STAMPS REFERRED TO
Doc 4021137

91676536

B4 3/4/1

1700

UNOFFICIAL COPY

7 1 5 7 6 5 9 6

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 easement appurtenant to said premises or any part thereof, 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, (a) that at the time of 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 trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was fully 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.

The interest of each and every beneficiary hereunder and all persons claiming under them or any of them shall be only in the earnings, avails 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, avails 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 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.

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 the exemption of homesteads from sale on execution or otherwise.

UNOFFICIAL COPY

9 1 6 7 6 3 9 6

And the Grantor for itself and its successors, administrators and assigns, will warrant and forever defend the right and title to the above-described property unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said THE GOODYEAR TIRE & RUBBER COMPANY has hereunto set its corporate name and seal, by and through its proper officers, the day and year first above set forth.

SIGNED AND SEALED IN
THE PRESENCE OF:

THE GOODYEAR TIRE & RUBBER COMPANY

W. B. Smith, Sr.

By [Signature]
Vice President

Shirley A. Long

Attest:
By [Signature]
Assistant Secretary

Cook County Clerk's Office

91676396

UNOFFICIAL COPY

9 1 6 7 6 5 9 6

ACKNOWLEDGMENT BY GOODYEAR

STATE OF OHIO)
COUNTY OF SUMMIT)

I, Mary Julia Pramuka, a Notary Public duly sworn, commissioned and authorized for the above County and State, and residing therein, do hereby certify that SM Ross and PA Kempf whose names as Vice President and Assistant Secretary of THE GOODYEAR TIRE & RUBBER COMPANY, a corporation, are signed to the hereto annexed deed, and who are well known to me to be the identical persons who subscribed the name of Grantor thereto, personally appeared before me in said County, and acknowledged before me on this day that they are the officials above designated that they are acquainted with the seal of said corporation and that the seal affixed to said deed is the seal of said corporation and that as such officials they signed said deed in their own handwriting and sealed and delivered said deed for and as their own free act and deed and as the free act and deed of said corporation for the uses, purposes and considerations mentioned and expressed therein on the date thereof and that the act of sealing, executing and delivering said deed was duly authorized by resolution of the Directors of said corporation.
Given under my hand and seal of office this 20th day of December, 1991.

Mary Julia Pramuka
Notary Public

My Commission Expires

MARY JULIA PRAMUKA, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires July 31, 1993

This Document was prepared by

Robyn L Crane, Esquire
The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, Ohio 44316-0001
Telephone: (216) 796-9435

91676596

UNOFFICIAL COPY

96592596

Property of Cook County Clerk's Office

DEPT-01 RECORDINGS \$17.00
101111 TRAN 2083 12/24/91 12:48:00
44007 # V *-91-676596
COOK COUNTY RECORDER

Handwritten signature

SANCHEZ

ISSN DEC 24 PM 12:33
CAROL J. [unclear]
REGISTRATION [unclear]

4021237

4021237

UNOFFICIAL COPY

9 1 6 7 6 5 9 6

EXHIBIT A- LEGAL DESCRIPTION

PARCEL I:

The South 300 feet of the North 355 feet of the West 219 feet of the East 685.75 feet of the Southeast 1/4 of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, together with the South 35.30 feet of the North 390.30 feet of the West 237 feet of the East 685.75 feet of the Southeast 1/4 of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

91676596

PARCEL II:

That part of Lot 3 lying East of the East line of Janice Avenue, as dedicated by Document recorded as Number 19,022,517 (excepting from said Lot 3 that part thereof falling within the following described tract:

Beginning at a point on the East line of the Southeast 1/4 of Section 32, 198 feet South of the Northeast corner thereof; thence North along said East line to the North line of said Southeast 1/4; thence West along said North line 220 feet; thence South 198 feet; thence East 220 feet to the place of beginning, in J. Emil Anderson's Resubdivision of part of Anderson's North Mannheim Industrial Subdivision in the Southeast 1/4 of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian, according to Plat of said J. Emil Anderson's Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on June 5, 1959 as Document Number LR1,865,644, in Cook County, Illinois.

ALSO

PARCEL III:

That part of Lot 3 falling within the following described tract:

Beginning at a point on the East line of the Southeast 1/4 of Section 32, 198 feet South of the Northeast corner thereof; thence North along said East line to the North line of said Southeast 1/4; thence West along said North line 220 feet; thence South 198 feet; thence East 220 feet to the place of beginning (excepting that part of Lot 3 conveyed to the People of the State of Illinois for the use of the Department of Transportation by Warranty Deed recorded July 14, 1976 as Document 23,559,333 described as follows: Beginning at the most Northeast corner of said Lot 3; thence

UNOFFICIAL COPY

9 1 6 7 6 5 2 6

EXHIBIT A - LEGAL DESCRIPTION

West along the North line of said Lot 3 a distance of 15 feet to a point; thence Southeasterly along a straight line to a point on the East line of said Lot 3 being normally distant 20 feet South of the Northeast corner thereof; thence North along the East line of said Lot 3 a distance of 20 feet to the point of beginning) in J. Emil Anderson's Resubdivision of part of Anderson's North Mannheim Industrial Subdivision in the Southeast 1/4 of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

The title to the subject property has been registered under "An Act Concerning Land Titles", commonly known as the Torrens Act.

Affects: Parcels I and II

Permanent Tax Numbers: 12-32-401-062

Volume: 71

Affects: Parcels II and III

12-32-401-065

Affects: Parcel I

Said matter affects this and other property.

91676598