

UNOFFICIAL COPY 1178473

This Indenture Witnesseth, That the Grantor,

the Village of Summit, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois for and in consideration of TEN & 00/100 (\$10.00) Dollars, and

pursuant to authority given by the Board of Trustees of said corporation, Conveys and warrants unto BANK OF CHICAGO/GARFIELD RIDGE, a corporation duly organized 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 30th day of November, 1989, and known as Trust Number 89-11-7

the following described real estate in the County of Cook and State of Illinois, to-wit:

The South 1/2 of the South 1/2 of Lot 2 (except that part taken in Condemnation Case No. 63 C 23145) in Block 6 in the Canal Trustees Subdivision of the North 1/2 of the Northeast 1/4 of Section 13, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 18-13-200-022

SUBJECT TO: General taxes for the year 1990 and subsequent years; drainage ditches, feeders and laterals, and other drainage easements, if any; and rights of the public, the municipality and the State of Illinois in and to that part of the land taken and used for roads and highways, if any.

DEPT-01 RECORDING
T#7777 TRAN 9639 04/18/91 10:55:00
#1346 * - 91 - 178473
COOK COUNTY RECORDER

TO HAVE AND TO HOLD the said real estate 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 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 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 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, 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 perpetuity or for term, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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 reversion, and to contract respecting the manner of using 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 easement appurtenant to 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 consideration 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, 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 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 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 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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 Bank of Chicago-Garfield Ridge 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 any debt 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 in the name of the then beneficiaries under said Trust Agreement as 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 whatsoever 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, 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 Bank of Chicago-Garfield Ridge 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 and provided.

In Witness Whereof, said grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Mayor, President, and attested by its Clerk, Secretary, this 2nd day of March, A. D. 1991.

Address of Grantee:
BANK OF CHICAGO/GARFIELD RIDGE
6353 West 55th Street
Chicago, Illinois 60638

VILLAGE OF SUMMIT
By Ronald J. Bragassi
Ronald J. Bragassi, Mayor
Attest: James Passarelli
James Passarelli, Clerk

Exempt under the provisions of Paragraph (b), Section 4 Real Estate Transfer Tax Act
March 22, 1991

91178473

27801470

91178473

1300

BOX ~~300~~ 62

Deed in Trust

QUIT CLAIM DEED
(CORPORATE GRANTOR)

BANK OF CHICAGO/CARFIELD RIDGE

TRUSTEE

10

TRUSTEE

[illegible][illegible]

GOLDSTINE
 E, SKRODZKI, RUSSIAN, NEMEC AND MOFF, LTD.
 IL 60501
 8-1253

THIS INSTRUMENT PREPARED BY
VINCENT CAINKAR
LOUIS F. CAINKAR, LTD.
6215 West 79th Street, Suite 2A
Burbank, IL 60459-1102

THIS INSTRUMENT PREPARED BY

2000-01-01 to 2000-01-01

Given under my hand and Notarial Seal this
18th day of March A.D. 1991

this day in person and severally acknowledged that as such Mayor
 Clerk
 Secretary, they signed and delivered the said instrument
 as Mayor and Clerk and Secretary of said corporation, and caused
 the corporate seal of said corporation to be affixed thereto, given by
 the Board of Trustees
 of said corporation a
 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.

Ronald J. Braggs
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that
 James Passarelli
 Village of Summit, an Illinois municipal corporation
 and
 Clerk
 Secretary of said corporation, and personally known to me to be the
 persons whose names are subscribed to the foregoing instrument, appeared before me

1. Vincent Calmkar

Vincent Calmkar

COUNTRY OF — G O O K

STATE OF ILLINOIS

5.

NOTARY PUBLIC STATE OF ILLINOIS
NOTARY COMMISSION EXP. 1-1-1985

Box 62

20

91178473