

DEED IN TRUST

UNOFFICIAL COPY

FORM 883

QUIT-CLAIM

The above space for recorder's use only

\$ 17.00

7316 191D2
9 of 13

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, Harry S. Wolin, a married man, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit-Claims unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 North LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of July 19 91, and known as Trust Number 114226-07 an undivided forty percent (40%) interest in the following described real estate:

See legal description(s) on attachment(s) hereto and by reference made a part hereof.

Address of Property: See attachment(s) hereto

Permanent Index No.: See attachment(s) hereto

See attachment hereto for SUBJECT TO provision.

THIS IS NOT HOMESTEAD PROPERTY.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1991 AUG -2 PM 2:53
1991

91390040

I hereby declare that the attached instrument is a true and correct copy of the original instrument as recorded in the Public Records of Cook County, Illinois, Section 4, of the Real Estate Law. This space for affixing riders and revenue stamps

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor... hereby expressly waive... and release... any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor... aforesaid has hereunto set his hand and seal this 17th day of July 19 91. (SEAL) (SEAL) (SEAL)

STATE OF Illinois, I, the undersigned, a Notary Public COUNTY OF Cook ss. in and for said County, in the State aforesaid, do hereby certify that Harry S. Wolin, a married man,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 31st day of July 19 91.

"OFFICIAL SEAL"
Gail R. Schellin
Notary Public, State of Illinois
My Commission Expires [unclear]

Gail R. Schellin
Notary Public

Association of Notaries Public of Cook County, Illinois

BOX 333

For information only insert street address of above described property.

Document Number

91390040

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Order recording mail to:
Harry S. Wolin
Cohon, Raizes & Regal
208 S. LaSalle St., #1860
Chicago, IL 60604

91390040

888 208

UNOFFICIAL COPY

BOX 033

For information only insert street address of donor described property.

050006916

Document Number

My commission expires _____
Notary Public, State of Illinois
Gail R. Schellin
OFFICIAL SEAL

Notary Public

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 91.
his _____
signed, sealed and delivered the said instrument; as
personally known to me to be the same person _____ whose name is _____
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

STATE OF Illinois
COUNTY OF COOK
I, _____ the undersigned
Harry S. Wolin, a married man,
in and for said County, in the State aforesaid, do hereby certify that

IN WITNESS WHEREOF, the grantor _____ aforesaid has _____ hand
and seal, this _____ 17th day of _____, 19 91.
(SEAL) _____
(SEAL) _____

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and
purpose herein and in said Trust Agreement set forth.
THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT
ARE MADE A PART HEREOF.
And the said grantor hereby expressly waives, and release, and all right or benefit under and by
virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on
execution or otherwise.

91390040

1991 AUG - 2 PM 2:53
COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

THIS IS NOT HOMESTEAD PROPERTY.

See attachment hereto for SUBJECT TO PROVISION.

Permanent Index No.: See attachment(s) hereto

Address of property: See attachment(s) hereto

See legal description(s) on attachment(s) hereto and by reference
made a part hereof.

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, Harry S. Wolin, a
married man, Cook and State of Illinois
of the sum of Ten and 00/100 Dollars (\$ 10.00)
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly
acknowledged, Convey unto AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, a national banking association whose address is 33 North LaSalle Street,
Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st
day of July, 19 91, and known as Trust Number 114226-07
an undivided forty percent (40%) interest in the following described real estate:

I hereby declare that the attached instrument is a true and correct copy of the original instrument
I have recorded in my office, and I have filed for record in Cook County, Illinois, the original instrument
I have recorded in my office, and I have filed for record in Cook County, Illinois, the original instrument
Section 4. of the Real Estate

This space for affixing riders and revenue stamps

91390040
\$ 17.00
The above space for recorders use only

FORM 9933
GUT-CLAIM

DEED IN TRUST
91-109 (Properties 3, 47) [COOK]

7316 19102
9 of 13

UNOFFICIAL COPY

91390040

This instrument prepared by and after recording mail to Harry S. Wollin
Cohn, Raites & Regal
208 S. LaSalle St., #1860
Chicago, IL 60604

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.

All of the real estate above described, American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to an interest in earnings, walls and proceeds thereof as aforesaid, the intention hereof being to vest in said beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only claiming under them or any of them shall be only in the earnings, walls 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

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, walls 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 interest in or to said real estate shall be deemed to be a real estate interest for the purposes 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, walls 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 interest in or to said real estate shall be deemed to be a real estate interest for the purposes 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, walls 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 interest in or to said real estate shall be deemed to be a real estate interest for the purposes of this Deed.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, 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 it or they or its 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 the real estate may be entered into by it 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. 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 its actual possession or the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whosoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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 acquire 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 instrument was in full force and effect, (b) that such conveyance and limitations contained in this instrument and in said Trust Agreement or in all amendments thereto, 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 said 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 it, his or their predecessor in trust.

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, 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, to 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 possession or reversion, 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 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 assessment 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 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.

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The properties, rights and interests conveyed pursuant hereto are being conveyed subject to (i) the lien of that certain Mortgage and Security Agreement with Assignment of Rents dated as of October 8, 1986 from LaSalle National Bank, as Trustee under Trust Agreement dated August 1, 1972 and known as Trust Number 44261 in favor of Bank of Montreal recorded in the office of the Cook County, Illinois recorder on October 20, 1986 as Document Number 86486327 and in the office of the DuPage County, Illinois recorder on October 20, 1986 as Document Number R86-129252 and on October 20, 1986 in the office of the Registrar of Titles of Cook County, Illinois as Instrument Number 3559628, as supplemented by that certain First Supplemental Mortgage and Security Agreement with Assignment of Rents dated as of September 7, 1990, also recorded in the offices set forth above on various dates (such Mortgage as so supplemented being hereinafter referred to as the "Mortgage"), (ii) all indebtedness secured by the Mortgage and (iii) all assignments of leases and rents, security agreements and all other agreements or instruments securing the indebtedness secured by the Mortgage or setting forth terms and conditions applicable thereto.

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THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE WITH THE WEST LINE OF SAID NORTH EAST 1/4 (SAID POINT BEING 54.13 FEET DUE SOUTH OF A BRONZE MONUMENT MARKING THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF SAID FRANKLIN AVENUE) AND RUNNING THENCE SOUTH 67 DEGREES 28 MINUTES 07 SECONDS EAST ALONG THE SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE (SAID SOUTHWESTERLY LINE FORMING A SOUTH EAST ANGLE OF 67 DEGREES 28 MINUTES 07 SECONDS WITH SAID WEST LINE OF NORTH EAST 1/4 AND BEING 50 FEET SOUTHWESTERLY FROM, AT RIGHT ANGLE MEASUREMENT, AND PARALLEL WITH SAID CENTER LINE), FOR A DISTANCE OF 1186.57 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY LINE WITH A LINE 1096.00 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID NORTH EAST 1/4; THENCE "SOUTH" IN SAID PARALLEL LINE (SAID LINE BEING THE EAST LINE OF RUNGE AVENUE), 600.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE "EAST", AT RIGHT ANGLES TO THE EAST LINE OF RUNGE AVENUE, 384.16 FEET; THENCE SOUTH 65.0 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 440.18 FEET, FOR A DISTANCE OF 176.76 FEET TO A POINT; THENCE SOUTH 24 DEGREES 56 MINUTES 20 SECONDS EAST 34.20 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS 370.0 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 51.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 30 DEGREES 58 MINUTES 18 SECONDS EAST ALONG THE TANGENT 12.07 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 321.0 FEET, A DISTANCE OF 97.10 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG ANOTHER CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 294.0 FEET, A DISTANCE OF 93.57 FEET, TO A POINT IN THE NORTH LINE OF THE RIGHT OF WAY FOR A SPUR TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID POINT BEING 1699.34 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) THE WEST LINE OF SAID NORTH EAST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST IN SAID RIGHT OF WAY LINE 219.33 FEET TO A JOG IN SAID LINE; THENCE NORTH 0 DEGREES 00 MINUTES 47 SECONDS WEST 7.0 FEET; CONTINUING THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST IN SAID RIGHT OF WAY LINE 384.01 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID RUNGE AVENUE; THENCE "NORTH" IN SAID EAST LINE 442.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
3601 N. RUNGE AVENUE
FRANKLIN PARK, IL

P.I.N.: 12-19-400-106

(PROP. # 3)

91390040

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THAT PART OF THE NORTH 1303.0 FEET (MEASURED AT RIGHT ANGLES) OF THE NORTH WEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTH 1303.0 FEET (MEASURED AT RIGHT ANGLES) OF SAID NORTH WEST QUARTER OF SECTION 28, 331.01 FEET WEST OF THE EAST LINE OF SAID NORTH WEST QUARTER; THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE OF SAID NORTH 1303.0 FEET, FOR A DISTANCE OF 397.0 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH ALONG SAID RIGHT ANGLES LINE FOR A DISTANCE OF 444.0 FEET; THENCE SOUTH 9 DEGREES 55 MINUTES 34 SECONDS WEST 121.82 FEET; THENCE SOUTH PARALLEL TO THE FIRST DESCRIBED COURSE 30.0 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 209.0 FEET TO THE EAST LINE OF SOUTH LOCKWOOD AVENUE, SAID EAST LINE BEING A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTH 1303.0 FEET THROUGH A POINT IN SAID SOUTH LINE 561.01 FEET WEST OF THE EAST LINE OF THE NORTH WEST QUARTER OF SECTION 28 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE FOR A DISTANCE OF 444.0 FEET; THENCE EAST AT RIGHT ANGLES, FOR A DISTANCE OF 211.0 FEET; THENCE NORTH AT RIGHT ANGLES FOR A DISTANCE OF 30.0 FEET; THENCE NORTHEASTERLY FOR A DISTANCE OF 121.5 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
7211 SOUTH LOCKWOOD AVENUE
BEDFORD PARK, IL

P.I.N.: 19-28-101-024

(PROP. #47)

Cook County Clerk's Office

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Property of Cook County Clerk's Office

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