

UNOFFICIAL COPY

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7373-442 DF
GT

This Indenture Witnesseth, That the Grantor,

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 ONE (\$1.00) 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 31st day of July 1992, and known as Trust Number 92-8-3

the following described real estate in the County of Cook and State of Illinois, to-wit: Lot 3 in West Side Subdivision Unit 4, being a resubdivision of Lot 22 (except the East 16.0 feet thereof) and Lots 23, 24, 25, and Lots 28 thru 36, both inclusive, in Block 24 in Argo Second Addition to Summit, being a subdivision of that part of the South 3/4 of the South East 1/4 of the South West 1/4 of Section 13, Township 38 North, Range 12, East of the Third Principal Meridian, lying West of the center line of Archer Avenue, except the right-of-way of the Chicago and Calumet Terminal Railroad, in the Village of Summit, Cook County, Illinois.

Common Address: 7734 West 62nd Place, Summit, Illinois
PIN: 18-13-309-021 and 022

Subject to: Easements, covenants, conditions and restrictions of record, terms, conditions and covenants contained in the Redevelopment Agreement, dated March 2, 1992, and recorded on March 10, 1992, as document #92152439, and 1992 and subsequent years real estate taxes.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, upon the trusts, and for the uses and purposes herein and 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 execute any subdivision or part thereof, and to resubdivide said real estate as desired, to contract to sell or grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey 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, by any session or sessions, by leases to commence in present or in 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 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 in 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 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 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, or any successor in trust, in relation to said real estate, or in whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or conveyed 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 permitted 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 Cook County) relying upon or claiming under any such conveyance lease or other instrument, (a) that at the time of the delivery thereof the same was executed 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 Garfield Ridge Trust and Savings Bank, 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 said 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, 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 cash 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 Garfield Ridge Trust and Savings Bank 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 Village President, and attested by its Clerk, this 19th day of October, A. D. 1992.

VILLAGE OF SUMMIT, an Illinois municipal corporation
By: RONALD G. BRACASSI, President
Attest: JAMES PASSARELLI, Clerk

Address of Grantee:
BANK OF CHICAGO/GARFIELD RIDGE
6753 West 55th Street
Chicago, Illinois 60638

BOX 333

2300

Buyer, Seller or Representative
Date
Section 4
Real Estate Transfer Tax Act.
under provisions of Paragraph

92840158

UNOFFICIAL COPY

BOX 27

TRUST NO. _____

Deed in Trust

WARRANTY DEED
(CORPORATE GRANTOR)

TO

BANK OF CHICAGO/CARLETON RIDGE

TRUSTEE

Property of Cook County Clerk's Office

92840158

COOK COUNTY, ILLINOIS
FILED FOR RECORD
92 NOV 10 PM 3:48

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OFFICIAL SEAL
DANN S. PELLMAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 15, 1994

A Notary Public in and for said County, in the State aforesaid, do hereby certify that
RONALD J. BRAGASSI
personally known to me to be the
President of the VILLAGE OF SUMMIT
an Illinois municipal
corporation,
and JAMES PASSARELLI
Clerk
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 in the foregoing instrument, appeared before me
this day in person and severally acknowledged that as such
Clerk and Secretary, they signed and delivered the said instrument
as President and Clerk
Secretary of said corporation, and caused
the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by
the Board of Trustees
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 Notarial Seal this
A. D. 1992
day of October

STATE OF ILLINOIS
COUNTY OF COOK