

UNOFFICIAL COPY

This Indenture Witnesseth, That the Grantor,

VILLAGE OF SUMMIT

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

SIX THOUSAND FIVE HUNDRED AND NO/100 (\$6,500.00) 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 4 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: 7732 West 62nd Place, Summit, Illinois  
PIN: 18-13-309-018 and 18-13-309-019

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 said 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 sell any subdivision or part thereof, and to resubdivide said real estate as often as desired, in contract in full, to grant options to purchase, to let 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 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 lease the term of 999 years, and to issue or extend leases upon any terms and for any period or periods of time, and in amendment, change or modify leases and the terms and provisions thereof at any time or times hereafter, in 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 using the amount of present or future rentals, in 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 incident 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 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 authorized to inquire into any of the terms of said Trust Agreement and every deed, trust deed, mortgage, lease or other instrument executed by and under the authority of said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the beneficiary or title of said real estate) relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the execution of the deed, trust deed, mortgage, lease or other instrument, the 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 the Indenture and in said Trust Agreement or in all instruments hereunder, if any, and binding upon all beneficiaries hereunder, (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 be injured, in person or property, by anything happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred or assumed 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 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 of 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 therefrom 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 thereon, as memorial, the words "in trust," "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) 20th day of November, 1992 A. D. 1992

VILLAGE OF SUMMIT, an Illinois municipal corporation

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

By RONALD J. BRAGAZZI, President  
Attest: JAMES PASSARELLI, Clerk

BOX 333

73-73-442 D1

92905492

RECORDS SECTION  
11/20/92

# UNOFFICIAL COPY

BOX 271

TRUST NO. \_\_\_\_\_

## Deed in Trust

WARRANTY DEED  
(CORPORATE GRANTOR)

TO

BANK OF CHICAGO/GARFIELD RIDGE

TRUSTEE

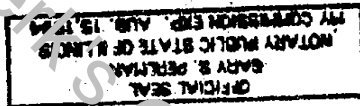
CAL 1000 REV. 5-78

Property of Cook County Clerk's Office

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COOK COUNTY, ILLINOIS  
CLERK'S OFFICE RECORD



1. 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

an Illinois municipal

and JAMES PASSARELLI

personally known to me to be the

Clerk

of said corporation, and personally known to me to be the

Secretary of said corporation, appeared before me

this day in person and severally acknowledged that as such

President and Clerk

Secretary, they signed and delivered the said instrument

as President and Clerk

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

November 92

A. D. 19

day of

GARY S. PASSARELLI

STATE OF ILLINOIS  
COUNTY OF COOK

92905492