

UNOFFICIAL COPY

2300 a

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 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 19 92, 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 2 in West Side Subdivision Unit 3, being a resubdivision of Lots 11 thru 16, both inclusive, and the East 2.50 feet of Lot 17, all in Block 24 in Argo Second Addition to Summit, being a subdivision of that part of the South 3/4 of the Southeast 1/4 of the Southwest 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: 7721 West 62nd Street, Summit Illinois  
PIN: 18-13-309-010 and 18-13-309-011

Subject to: Easements, covenants, conditions and restrictions of record, terms, conditions and covenants contained in the Redevelopment Agreement, dated March 2, 1991 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 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 paths, streets, highways or alleys and to create 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, power and authorities vested in said Trustee, to donate, to lease, 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 any location or locations, 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 190 years, and to renew or extend leases upon any terms and for any period or periods of time, not 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 real estate and to contract respecting the amount of present or future rentals, in addition to or in exchange and 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 encumbering 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 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 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 impede in the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to impede in any of the terms of said Trust Agreement; and every deed, lease or 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 provisions contained in this Indenture and in said Trust Agreement or by all beneficiaries 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, 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 life or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Garfield Ridge Trust and Savings Bank, individual trustee or 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 purpose, or at the election of the Trustee, in his own name, as Trustee or as 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, profits 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 or such, but only an interest in the earnings, profits and proceeds thereof or thereof, the inception hereof being to vest in said Garfield Ridge Trust and Savings Bank the entire trust and equitable title in fee simple, in and to all of the real estate herein 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 4th day of DECEMBER, A. D. 1992

VILLAGE OF SUMMIT, an Illinois municipal corporation

By: Ronald J. Bragassi, President

Attest: James Passarelli, Clerk

Address of Grantee:  
BANK OF CHICAGO/GARFIELD RIDGE  
6153 West 54th Street  
Chicago, Illinois 60618

73-73-442 D1

92955451

UNOFFICIAL COPY

BOX 887

TRUST NO.

335

12/10/92 5:24:19

92965451

Deed in Trust

WARPANTY DEED  
(CORPORATE GRANTOR)

BANK OF CHICAGO/GARFIELD RIDGE

TRUSTEE

TO

MAIL TO

MRS. TOM RUSSIAN

GOLDTINE SWRUDSKY RUSSIAN MEMOR  
& HOFF

7660 W. 62ND PLACE  
SUMMIT IL 60521

Property of Cook County Clerk's Office

OFFICIAL SEAL  
GARY S. PERLMAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. AUG 13, 1998

1. GARY S. PERLMAN  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
RONALD J. BRACASSI  
personally known to me to be the  
President of the VILLAGE OF SUMMIT  
an Illinois municipal  
corporation,  
and JAMES PASSARELLI  
personally known to me to be the  
Clerk  
of said corporation, and personally known to me to be the  
name persons whose names are subscribed to the foregoing instrument, appeared before me  
this day in person and severally acknowledged that as such  
President and Clerk  
aforesaid, 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, and as the 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 official seal this  
4TH day of  
DECEMBER  
A. D. 1992)

12-10-92  
BANK OF CHICAGO/GARFIELD RIDGE  
TRUSTEE

92965451

COOK COUNTY CLERK

STATE OF ILLINOIS  
COUNTY OF COOK