

TRUSTEE'S DEED
TRUST TO TRUST

UNOFFICIAL COPY

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 26th day of February, 1992, between HARRIS BANK HINSDALE, a corporation organized and existing under the Laws of the United States of America, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 15th day of September 1986 and known as Trust Number 1-1363, party of the first part, and First State Bank & Trust Co. of Park Ridge as trustee u/t/a 2306 dated 12-1-91

parties of the second part whose address is 607 Devon Ave., Park Ridge, IL 60068
WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100----- dollars, and other good and valuable consideration in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:
See rider attached hereto and made a part hereof

\$4548.75

4/1/95

Subject To: See Rider Attached

pl# see rider attached

together with the tenements and appurtenances thereto belonging TO HAVE AND TO HOLD the same unto said party of the second part, and to the heirs, assigns and lawful successors of said party of the second part

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee, by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any) that is held against and in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused a name to be signed to these presents by its AVP/Trust Officer and attested by its Loan Officer

Harris Bank Hinsdale

As Trustee as aforesaid,

By: *Janet Hall*
AVP/Land Trust Officer

Attest: *Josephine L. Metcalf*
Loan Officer

STATE OF ILLINOIS,
COUNTY OF DuPage

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named AVP/Land Trust Officer and Loan Officer of HARRIS BANK HINSDALE, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP/Land Trust Officer and Loan Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes thereon set forth, and the AVP/Land Trust Officer then and there acknowledged that said AVP/Land Trust Officer, in addition of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said AVP/Land Trust Officer own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes thereon set forth

Given under my hand and Notarial Seal this 26th day of February 1992

Sandra Vesely
Notary Public

DELIVERY
NAME: *M. STEPHEN J SCHOSTOK*
STREET: *30 N. CASALLE ST.*
CITY: *SUITE 2500 CHICAGO IL. OR 60602*

SEAL
SANDRA VESELY
FOR INFORMATION ONLY
INSERT STREET ADDRESS AND PHONE NUMBER OF DESCRIBED PROPERTY HERE

THIS INSTRUMENT WAS PREPARED BY
Sandra Vesely

BOX 333

HARRIS BANK HINSDALE
50 S. Lincoln St. • Hinsdale, IL 60522 • (312) 920-7000 • Member FDIC

INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER
TRUSTEE'S DEED - Recorder's - Non Joint Tenancy
Box 333

COOK
C.O. I.O. 018
201655

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
MARS-92
DEPT. OF REVENUE
1606.50

COOK COUNTY
REAL ESTATE TRANSACTION TAX
REVENUE
MARS-92
303.25

92133330

Document Number

ATTACHED

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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, 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the terms of 198 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 changes 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 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 Grantee, 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 whomsoever 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee 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.

COOK COUNTY CLERK
FILED

1992 MAR -3 PM 1:54

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SUBJECT TO: Mortgage dated October 4, 1989 and recorded October 11, 1989 as document number 89481384 made by Harris Bank-Hinsdale, as Trustee under Trust Agreement dated September 15, 1986 and known as Trust Number 1363 and as Trustee under Trust Agreement dated September 15, 1986 and known as Trust Number 1364 to General American Life Insurance Company to secure a note for \$4,900,000.00. Collateral Assignment of Lease or Leases dated October 4, 1989 and recorded October 11, 1989 as document number 89481385 made by Harris Bank-Hinsdale, as Trustee under Trust Agreement dated September 15, 1986 and known as Trust Number 1363 and as Trustee under Trust Agreement dated September 15, 1986 and known as Trust Number 1364 and RDMR General Partnership, to General American Life Insurance Company. Encroachments which do not materially affect the marketability of title, covenants, conditions and restrictions of record which do not materially affect the marketability of title, public and utility easements, general real estate taxes for year 1991 and subsequent years, building lines and building laws and ordinances, zoning laws and ordinances, but only if the present use of the real estate is in compliance therewith, and matter resulting from acts of purchasers.

Property of Cook County Clerk's Office

92133330

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TRUST NUMBER L-1363

PROPERTY ADDRESS

PERMANENT PARCEL NUMBER

6601-29 Irving Park Road
Chicago, Illinois

13-19-201-019-0000 Vol. 344 ITW
13-19-201-020-0000 Vol. 344 ITW
13-19-201-023-0000 Vol. 344 ITW
13-19-205-005-0000 Vol. 344 ITW

6610 Dakin
Chicago, Illinois

13-19-201-021-0000 Vol. 344 ITW

6620 Dakin
Chicago, Illinois

13-19-201-021-0000 Vol. 344 ITW

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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007310114 D1

4. THE LAND REFERRED TO IN THIS COMMITMENT IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 WHICH IS 1292.6 FEET (1290.56 MEASURED) WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH ALONG A CENTER LINE OF THE MAIN TRACK OF THE CHICAGO SUBURBAN RAILWAY, A DISTANCE OF 406.44 FEET TO THE NORTH LINE OF WEST DAKIN STREET; THENCE EAST ALONG THE NORTH LINE OF WEST DAKIN STREET, A DISTANCE OF 85 FEET; THENCE NORTH ON A LINE PARALLEL WITH AND 85 FEET EAST OF THE CENTER LINE OF SAID TRACK, A DISTANCE OF 406.61 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 85 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE NORTH 33 FEET LYING IN WEST IRVING PARK ROAD) TOGETHER WITH THAT PART OF THE WEST 3 RODS OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF THE NORTH 33 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND LYING NORTH OF THE NORTH LINE OF WEST DAKIN STREET AND LYING WEST OF THE CENTER LINE OF SAID CHICAGO SUBURBAN RAILWAY;

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 WHICH IS 1292.6 FEET (1290.5 MEASURED) WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH ALONG THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO SUBURBAN RAILWAY, DISTANCE OF 472.44 FEET TO THE SOUTH LINE OF WEST DAKIN STREET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE CENTER OF SAID TRACK, A DISTANCE OF 187.56 FEET TO A POINT 660 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE EAST AT RIGHT ANGLES TO SAID CENTER LINE OF SAID TRACK, A DISTANCE OF 85 FEET; THENCE NORTH ON A LINE PARALLEL WITH AND 85 FEET EAST OF SAID CENTER LINE A DISTANCE OF 187.39 FEET TO THE SOUTH LINE OF WEST DAKIN STREET; THENCE WEST ALONG THE SOUTH LINE OF WEST DAKIN STREET; A DISTANCE OF 85 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PART OF THE WEST 3 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF AFORESAID TRACK FROM A POINT 660 FEET SOUTH OF (MEASURED ON THE CENTER LINE OF SAID TRACK) THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND LYING SOUTH OF THE SOUTH LINE OF WEST DAKIN STREET AND LYING WEST OF THE CENTER LINE OF SAID MAIN TRACK OF THE CHICAGO SUBURBAN RAILWAY;

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CONTINUED ON NEXT

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007318114 D1

PARCEL 3:

LOTS 1 TO 10, INCLUSIVE, IN THE RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE AND LOT 26 IN BLOCK 1 IN D. S. DUNNINGS SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (BUT EXCLUDING FROM THE FOREGOING PARCEL 3, THE FOLLOWING PARCELS "A" AND "B"):

(A) THE SOUTH 149.80 FEET OF LOTS 6 AND 7 AND THE SOUTH 149.80 FEET OF THE WEST 0.94 FEET OF LOT 8 IN THE RESUBDIVISION OF LOTS 1 TO 9, INCLUSIVE, AND LOT 26 IN BLOCK 1 IN D. S. DUNNINGS SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; (B) THE SOUTH 149.80 FEET OF LOT 8 (EXCEPT THE WEST 0.94 FEET THEREOF) AND THE NORTH 0.53 FEET OF THE SOUTH 150.33 FEET OF THE EAST 11 FEET OF SAID LOT 8, TOGETHER WITH THE SOUTH 150.33 FEET OF LOT 9 AND THE SOUTH 150.33 FEET OF LOT 10 (EXCEPT THE EAST 19.15 FEET OF SAID LOT 10) ALL IN THE RESUBDIVISION OF LOTS 1 TO 9, INCLUSIVE AND LOT 26 IN BLOCK 1 IN D. S. DUNNINGS SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 4:

ALL THAT PART OF THE PUBLIC ALLEY RUNNING EAST AND WEST THROUGH SAID RESUBDIVISION AND ALL THAT PART OF THE NORTH 66TH AVENUE LYING EAST OF AND ADJOINING SAID BLOCK 1 AND BETWEEN THE SOUTH LINE OF IRVING PARK BLVD AND THE NORTH LINE OF DAKIN AVENUE;

PARCEL 5:

ALL THAT PART OF VAC NORTH NEENAH AVENUE BEING 66 FEET IN WIDTH LYING WEST OF AND ADJOINING THE WEST LINE OF THAT PART OF LOT 'A' RUNNING SOUTH FROM THE MOST NORTHERLY LINE OF SAID LOT AND LYING SOUTH OF AND ADJOINING THE SAID MOST NORTHERLY LINE OF LOT 'A' PRODUCED WEST 66 FEET, SAID DESCRIBED LINE BEING IDENTICAL WITH THE SOUTH LINE OF WEST DAKIN STREET IN MOUNT OLIVE CEMETERY ASSOCIATION'S CONSOLIDATION, BEING A CONSOLIDATION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF PUBLIC STREET HEREIN BEING FURTHER DESCRIBED AS ALL THAT PART OF NORTH NEENAH AVENUE LYING BETWEEN WEST DAKIN STREET AND THE SOUTHERLY TERMINUS OF SAID NORTH NEENAH AVENUE APPROXIMATELY 87.34 FEET SOUTH THEREOF, AS MEASURED ALONG THE EAST LINE OF SAID STREET;

PARCEL 6:

THE SOUTH 149.80 FEET OF LOTS 6 AND 7 AND THE SOUTH 149.80 FEET OF THE WEST 0.94 FEET OF LOT 8 IN THE RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE, AND LOT 26 IN BLOCK 1 IN D. S. DUNNINGS SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 7:

THE SOUTH 149.80 FEET OF LOT 8 (EXCEPT THE WEST 0.94 FEET THEREOF) AND THE NORTH 0.53 FEET OF THE SOUTH 150.33 FEET OF THE E 11 FT OF LOT 8 AND THE S 150.33 FT OF LOT 9 AND THE SOUTH 150.33 FEET OF LOT 10 (EXCEPT THE EAST 19.15 FEET OF SAID LOT 10), ALL IN THE RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE, AND LOT 26 IN BLOCK 1 IN D. S. DUNNINGS SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, Township 40 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

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