

UNOFFICIAL COPY

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 00/100 (\$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 1 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: 7735 West 62nd Street, Summit, Illinois  
PIN: 18-13-309-002

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 1993 and subsequent years real estate taxes.

I DO HAVE ABE TO JUDICIAL the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement of both

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 roads, streets, high-ways or alleys and to erect any subdivision or part thereof, and to resubdivide said real estate as often as deemed in interest 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 fee simple, to grant to such successor or successors in trust all of the title, estate, power and authority 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 any term or succession by leases to commence in present or in future, and upon any terms and for any period or periods of time, but 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, to amend, change or modify leases and the terms and conditions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to purchase the whole or any part of the real estate and to contract respecting 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 partition, convey or assign any right, title or interest in or about or 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 each other consideration 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 any 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, or any person 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 to pay 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 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 by accordance with the trusts, conditions and limitations contained in this Indenture 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 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 successors 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 or about the said real estate or under the provisions of this deed or said Trust Agreement or any amendment thereto, or in 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 or its attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, as Trustee in its own express trust and not individually said 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 real estate, profits and accessories 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 profits or accessories or interest in the real estate, profits and accessories thereof or proceeds, the exception herein 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 14th day of April, A. D. 1993.

VILLAGE OF SUMMIT, an Illinois municipal corporation

By CYRIL B. LAMBERT, President  
Attest: JAMES PASSARELLI, Clerk

Address of Grantee:  
BANK OF CHICAGO/GARFIELD RIDGE  
6153 West 55th Street  
Chicago, Illinois 60638

Boy 227

73 73-74-67 67  
Exempt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act.  
5-7-93  
Date  
Buyer, Seller or Representative

23

93352337

# UNOFFICIAL COPY

BOX 271

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

## Deed in Trust

WARRANTY DEED  
(CORPORATE GRANTEE)

TO

BANK OF CHICAGO/GARFIELD TRUST

TRUSTEE

Property of Cook County Clerk's Office

93 MAY 11 AM 10:49  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
93352337

93352337

OFFICIAL SEAL  
GARY S. PERLMAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES AUG. 10, 1994

I, GARY S. PERLMAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
CYRIL B. LAMBERT personally known to me to be the  
an Illinois municipal  
JAMES PASSARELLI and  
Clerk  
personally known to me to be the  
Clerk  
of said corporation, and personally known to me to be the  
same 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  
of said corporation, they signed and delivered the said instrument  
as  
President and Clerk  
of said corporation to be affixed thereto, pursuant to authority, given by  
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 use and purposes therein set forth.  
Given under my hand and Notarial Seal this  
A. D. 1993  
day of April