

UNOFFICIAL COPY

DEED INSTRUMENT 97218905 2 2020 APR 6 2

THIS DEED IS BEING RE-RECORDED TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, TED HORTON CHEVROLET, INC. (formerly Nielsen Chevrolet, Inc.), a Delaware Corporation, of the County of COOK and State of ILLINOIS, for and in

consideration of the sum of TEN and NO/100----- Dollars (\$ 10.00-----), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey

- and Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of

a certain Trust Agreement, dated the 11th day of March 1992, and known as Trust Number 92-4474, the following described real estate

County of Cook and State of Illinois, to-wit:

PARCEL TWO: LOTS 25, 26, 27 AND 28 IN BLOCK 7 IN YOUNG AND RYAN'S 3RD ADDITION TO HARVEY, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THAT PART LYING SOUTH OF VINCENNES ROAD OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1891 IN BOOK 19, PAGE 24, TOGETHER WITH VACATED ALLEY, ADJOINING SAID LOTS. South 1/2 lying North of and

P.I.N. 29-08-125-047

ADDRESS: 129 East 147th Street, Harvey, Illinois 60426

SEE ALSO RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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 park streets, highways or alleys and 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 limitation, to convey said real estate or any part thereof to a successor or successors in trust and to grant to said successor or successors in trust all of the title, estate, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber any part of 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 lease, to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in any case 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 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 charges of any kind, to release, convey or assign any right, title or interest in or none 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 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 so 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, that each 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 thereto, if any, and binding upon all beneficiaries thereunder, let 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 conditions that neither Heritage Trust Company, 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 beneficiary 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 Heritage Trust Company 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.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise:

In Witness Whereof, the grantor aforesaid has hereunto set its hand and seal this 20th day of April

ATTEST: X [Signature] Secretary BY: [Signature] President

SEE REVERSE SIDE FOR NOTARY STATE OF ILLINOIS County of Cook County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and seal this day of A.D. 19 Notary Public My commission expires



STATE OF ILLINOIS 25 00

STATE OF ILLINOIS 97218905 This space for affixing Riders and Revenue Stamps

This Document Prepared By: James Lanting 16230 Louis Avenue South Holland, IL 60473

MAIL TO MAIL

HERITAGE TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60476 6 7 7 6

129 EAST 147TH STREET, HARVEY, IL 60426 For information only insert street address of above described property.

UNOFFICIAL COPY

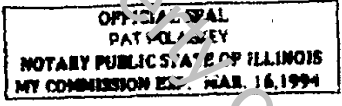
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

97218905

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Ted W. Horton personally known to me to be the President of TED HORTON CHEVROLET, INC. corporation, and Mary T. Barrett 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 to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors 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 official seal, this 20th day of April, 1992.

Commission expires March 16, 1994. Pat Polasky
Notary Public



Lot 42 (except the South 20 feet) in Kuechler's Subdivision of Block 7 of South Lawn, being a Subdivision of Section 17 and the South 1/2 of Section 8, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 29-08-305-004

The East 2 feet of Lot 8 and the East 1/2 of the North-South vacated alley lying West and adjoining said East 2 feet thereof and (except the West 7 feet thereof) in McFarland's Subdivision of Block 6 of South Lawn, a Subdivision of the South 1/2 of Section 8 and the North 1/2 of Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PLEASE INITIAL

(Handwritten initials)

~~Lot 7 (except the East 7 feet thereof) in McFarland's Subdivision of Block 6 of South Lawn, a Subdivision of the South 1/2 of Section 8 and the North 1/2 of Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.~~

PIN: 29-08-400-024

92239083

THIS DOCUMENT IS BEING RECORDED TO CORRECT AN
LEGAL DESCRIPTION

97218905

DEPT-01 RECORDING \$23.00
14:0012 TRNN 4468 03/31/92 15:11:00
\$92424 EIR *97-218905
COOK COUNTY RECORDER