

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

99757441

6901/0269 03 001 Page 1 of 8

1999-08-09 15:25:12

Cook County Recorder 35.00



99757441

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, TECHNICAL PRODUCTS, INC., an Illinois Corporation, a corporation created and existing under and by virtue of the State of Illinois, for and in consideration of the sum of \$10.00, in hand paid, and pursuant to authority given

by the Board of Directors of said corporation CONVEYS AND WARRANTS to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, as Trustee under the provisions of a certain Trust Agreement dated the 8th day of June, 1999, and known as Trust Number 125127-0-3, the following described real estate situated in Cook County, Illinois, to wit:

7815444-D2-TMS (1 of 4) SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 6233 North Pulaski Road, Chicago, Illinois

Property Index Numbers: 13-02-107-014, 13-02-107-001, 13-02-107-017, 13-02-100-041, 13-02-107-018

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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 President, and attested by its Secretary, this 4th day of August, 1999.

TECHNICAL PRODUCTS, INC., an Illinois Corporation,

BY: [Signature] President

ATTEST: [Signature] Secretary

BOX 333-CTI

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Property of Cook County Clerk's Office

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

DEPT. OF REVENUE
787.50
AUG-99
PR. 10686

COOK CO. NO. 918
293471

COOK COUNTY
REAL ESTATE TRANSACTION TAX
787.50
AUG-99
PR. 11427

321855

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

DEPT. OF REVENUE
787.50
AUG-99
PR. 10686

COOK CO. NO. 916
298470

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State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Willard W. Askew, personally known to me to be the President of the TECHNICAL PRODUCTS, INC., an Illinois Corporation, and JOANN BATIO, 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 of said corporation, 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 4th day of August, 1999.

Commission expires MARCH 10, 2002,

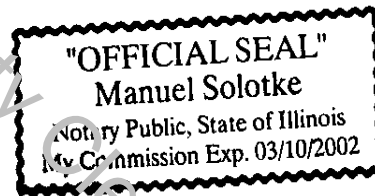
Manuel Solotke
Notary Public

City of Chicago
Dept. of Revenue
209416



Real Estate
Transfer Stamp
\$11,812.50

08/09/1999 10:34 Batch 03801 67



This instrument was prepared by:
Manuel Solotke, 30 North LaSalle St., Suite 1726, Chicago, IL 60602

Mail to:

American National Bank
and Trust Company of Chicago
Box 221

Chicago, Illinois

Send tax bills to:

AMERICAN NATIONAL BANK
120 S. LA SALLE TRUST #125127-0-3
CHICAGO, IL 60603

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 praesenti 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 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 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 American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago 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.

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PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, NORTH OF THE INDIAN BOUNDARY LINE, OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF CRAWFORD AVENUE AND THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, FORMERLY THE JUNCTION RAILROAD COMPANY, SAID POINT BEING DISTANT 100 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF SAID RAILWAY COMPANY, AS SAID CENTER LINE IS LOCATED AND ESTABLISHED OVER AND ACROSS SAID SECTION 2, THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, PARALLEL WITH SAID CENTER LINE 95 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 50 FEET; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE 182.22 FEET, MORE OR LESS, TO THE AFORESAID EAST LINE OF CRAWFORD AVENUE THENCE NORTH ALONG SAID EAST LINE OF CRAWFORD AVENUE TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBER: 13-02-107-014

ALSO

PARCEL 2:

LOT 35 IN DEVON CRAWFORD ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE EAST 26 ACRES THEREOF AND EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-02-107-001

ALSO

PARCEL 3:

A STRIP OF LAND 50 FEET IN WIDTH IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF CRAWFORD AVENUE 100 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE BETWEEN SAID TWO MAIN TRACKS, A DISTANCE OF 95 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN TO BE DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 50 FEET; THENCE NORTH EASTERLY ALONG A LINE PARALLEL

WITH THE CENTER LINE BETWEEN SAID TWO MAIN TRACKS TO A POINT 1,000 FEET NORTHEASTERLY OF, AS MEASURED ALONG A LINE PARALLEL WITH AND 50 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID TWO MAIN TRACKS FROM THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 2; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE BETWEEN SAID TWO MAIN TRACKS, A DISTANCE OF 755 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-02-107-017

PARCEL 4:

LOT 339 (EXCEPT THE NORTH 175 FEET AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE NORTH LINE OF SAID LOT 339) IN DEVON CRAWFORD ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THAT PART OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE (EXCEPT THE EAST 26 ACRES AND RIGHT OF WAY OF RAILROAD) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-02-100-041

PARCEL 5:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF PULASKI ROAD (OR CRAWFORD AVENUE), DISTANT 50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACKS ARE NOW LOCATED; THENCE NORTHEASTERLY PARALLEL WITH SAID CENTER LINE BETWEEN MAIN TRACKS A DISTANCE OF 1,140 FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF DEVON AVENUE; THENCE EASTERLY ALONG SAID SOUTH LINE OF DEVON AVENUE A DISTANCE OF 22 FEET, MORE OR LESS, TO A POINT DISTANT 25 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST NORTHWESTERLY OR WEST BOUND MAIN TRACK OF SAID TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTHWESTERLY PARALLEL WITH SAID MAIN TRACK CENTER LINE TO A POINT DISTANT 10 FEET NORTHWESTERLY, MEASURED RADIALLY, FROM THE CENTER LINE OF CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY SPUR TRACK I.C.C. NO. B-188, AS SAID SPUR TRACK IS NOW LOCATED; THENCE SOUTHWESTERLY PARALLEL WITH SAID SPUR TRACK CENTER LINE, AND THE SOUTHWESTERLY EXTENSION THEREOF, TO A POINT ON THE EAST LINE OF SAID PULASKI ROAD; THENCE NORTHERLY ALONG SAID EAST LINE OF PULASKI ROAD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-02-107-018

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 praesenti 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 term 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 charges 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 American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago 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.

STATE OF ILLINOIS

COUNTY OF COOK

} SS.

Willard W. Askew

, being duly sworn on oath, states that

he resides at Chicago, Illinois

. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

- 1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

- 2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
- 3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

(Handwritten signature)

SUBSCRIBED and SWORN to before me

this 3RD day of AUGUST, 1999.

(Handwritten signature: Manuel Solotke)

Notary Public

