

The above space for recorder's use only

0145 94 EL

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, F.I.D.C., INC. AN ILLINOIS CORPORATION of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN DOLLARS 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 5TH day of JUNE 19 87, and known as Trust Number 87-3018, the following described real estate in the County of COOK and State of Illinois, to-wit:

'SEE RIDER 'A' ATTACHED HERETO AND MADE A PART HEREOF'

*SUBJECT TO GENERAL REAL ESTATE TAXES FOR 1989 AND SUBSEQUENT YEARS. *SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORDS.

PERM TAX I.D.#23-26-201-052-0000 PIQ & OP PERM TAX I.D.#23-26-201-062-0000 PIQ & OP

PROPERTY ADDRESS: 29 COMMONS DRIVE, PALOS PARK, ILL 60464

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 said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide 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 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 lease 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 lease the term of 100 years, and to renew such 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 encumbrance 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 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 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) that said 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 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 whatever 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.

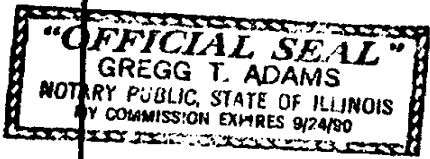
And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise:

In Witness Whereof, the grantor S _____ aforesaid ha S _____ hereunto set THEIR hand S _____ and seal this 24TH day of MARCH 19 90 F. Morgan Gasior (SEAL) ATTEST: Sharon L. Webster (SEAL) F. MORGAN GASIOR, PRESIDENT SHARON L. WEBSTER, ASST VICE PRESIDENT

STATE OF ILLINOIS I, GREGG T. ADAMS, Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that F. MORGAN GASIOR, PRESIDENT OF F.I.D.C., INC AND SHARON L. WEBSTER, ASSISTANT VICE PRESIDENT OF F.I.D.C., INC.

personally known to me to be the same person S _____ whose name S _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY _____ signed, sealed and delivered the said instrument as THEIR 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 6TH day of APRIL 19 90 My commission expires SEPT. 24, 1990



GRANTEE: HERITAGE TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60477

This Document Prepared By: SHARON L. WEBSTER, F.I.D.C., INC. 16406 S. LATHROP AVE HARVEY, ILL 60426

REAL ESTATE TRANSACTION TAX

This space for affixing Riders and Revenue Stamp

Document Number

3872279

UNOFFICIAL COPY

12/14/91
M/M

1300 APR 10 PM 3 13
CAROL MOSELEY EDWARDS
REGISTRAR OF TITLES

3872279

3872279

Agreement No. _____
Address _____
Holds For _____
Wife _____
Serial No. of _____
3872279
M/D _____
Director Not. Comm. No. _____
3872279
Held for _____
SIC Code _____
ENTER

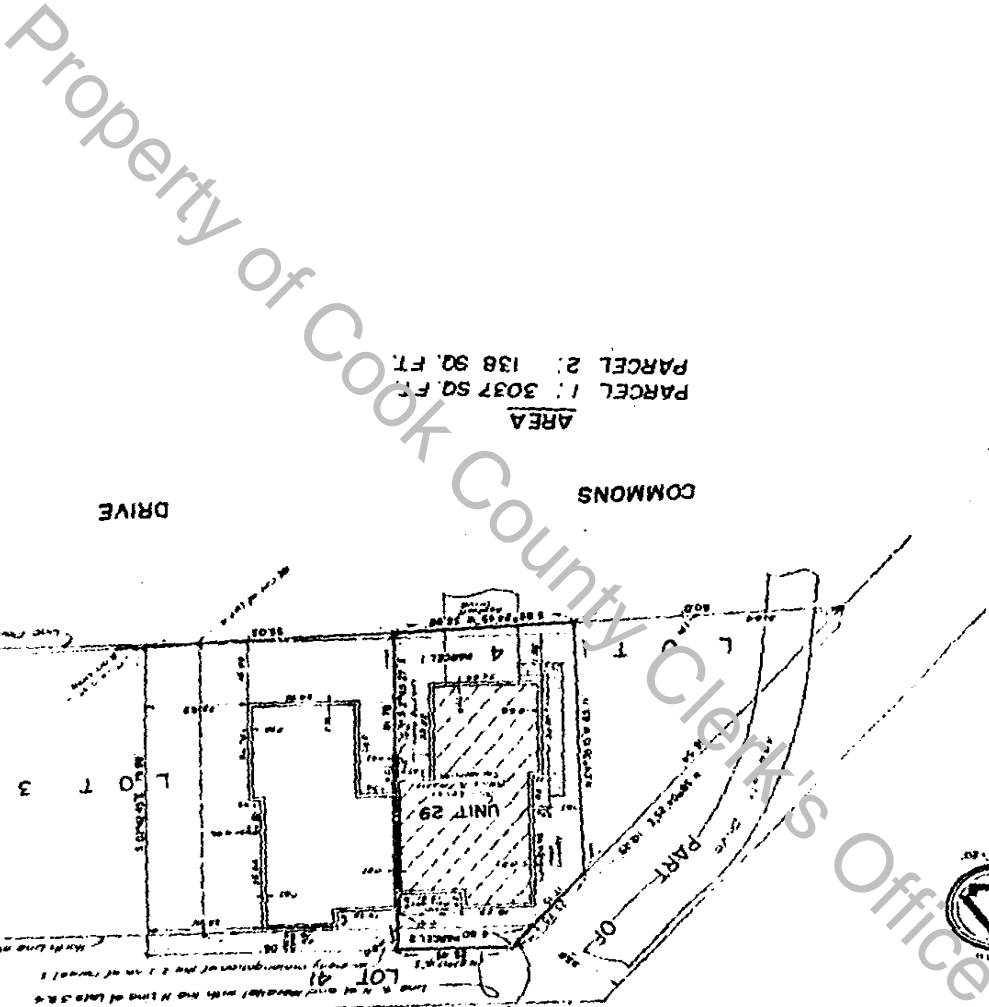
Security Steel

1209 Milwaukee Ave

Open H. 100623

Property of Cook County Clerk's Office

Corrected
Amount
4.390



64222483

PARCEL 2: THAT PART OF LOT 4 IN THE COMMONS OF PALOS PARK PHASE 2, (BEING A SUBDIVISION OF PART OF THE
 SECTION 34 OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37, NORTH, RANGE 12, EAST OF THE THIRD
 PRINCIPAL MERIDIAN), AS PER PLAN THEREOF REGISTERED IN THE OFFICE OF THE RECORDER OF TOWNSHIP TITLES OF COOK
 COUNTY, ILLINOIS ON JULY 20TH 1979, AS DOCUMENT NO. 100655, ALL IN COOK COUNTY, ILLINOIS BOUNDED AND
 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 4, DISTANT 45.20 FEET WEST OF THE
 NORTHEAST CORNER THEREOF; THENCE S. 07° 45' 27" E. FOR A DISTANCE OF 78.19 FEET TO A POINT ON THE SOUTH LINE OF
 SAID LOT 4; THENCE S. 85° 24' 47" W. ALONG THE SOUTH LINE OF SAID LOT 4 FOR A DISTANCE OF 38.98
 FEET TO A
 POINT DISTANT 90.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N. 07° 45' 27" W. ON A LINE
 PARALLEL TO THE WEST LINE OF SAID LOT 4, THENCE N. 07° 45' 27" W. ON A LINE TO A POINT ON THE WEST LINE OF SAID
 LOT 4, THENCE N. 07° 45' 27" W. ALONG THE NORTH LINE OF SAID LOT 4, THENCE N. 07° 45' 27" W. ALONG THE NORTH LINE OF SAID LOT 4, FOR A DISTANCE OF
 120.00 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.
 PARCEL 1: THAT PART OF LOT 4 IN THE COMMONS OF PALOS PARK PHASE 2, (BEING A SUBDIVISION OF PART OF THE
 SECTION 34 OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37, NORTH, RANGE 12, EAST OF THE THIRD
 PRINCIPAL MERIDIAN), AS PER PLAN THEREOF REGISTERED IN THE OFFICE OF THE RECORDER OF TOWNSHIP TITLES OF COOK
 COUNTY, ILLINOIS ON JULY 20TH 1979, AS DOCUMENT NO. 100655, ALL IN COOK COUNTY, ILLINOIS BOUNDED AND
 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 4, DISTANT 45.20 FEET WEST OF THE
 NORTHEAST CORNER THEREOF; THENCE S. 07° 45' 27" E. FOR A DISTANCE OF 78.19 FEET TO A POINT ON THE SOUTH LINE OF
 SAID LOT 4; THENCE S. 85° 24' 47" W. ALONG THE SOUTH LINE OF SAID LOT 4 FOR A DISTANCE OF 38.98
 FEET TO A
 POINT DISTANT 90.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N. 07° 45' 27" W. ON A LINE
 PARALLEL TO THE WEST LINE OF SAID LOT 4, THENCE N. 07° 45' 27" W. ON A LINE TO A POINT ON THE WEST LINE OF SAID
 LOT 4, THENCE N. 07° 45' 27" W. ALONG THE NORTH LINE OF SAID LOT 4, THENCE N. 07° 45' 27" W. ALONG THE NORTH LINE OF SAID LOT 4, FOR A DISTANCE OF
 120.00 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.
 THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE ABOVE DESCRIBED PARCEL 1, ALL IN COOK COUNTY, ILLINOIS.

Suburban Surveying Service Ltd.
 REGISTERED ILLINOIS LAND SURVEYORS
 of

ILLINOIS
 SURVEYING
 BOARD

Rider A

Parcel 1:

That part of Lot 4 in the Commons of Palos Park Phase 2, being a subdivision of part of the South 1/2 of the North East 1/4 of Section 26, Township 37 North, Range 12 East of the Third Principal Meridian, as per plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on July 20, 1979 as Document 3105635 all in Cook County, Illinois bounded and described as follows:

Beginning at a point on the North line of said Lot 4, distant 45.20 feet West of the North East corner thereof; thence South 02 degrees, 45 minutes, 27 seconds East for a distance of 76.79 feet to a point on the South line of said Lot 4; thence South 85 degrees, 24 minutes, 45 seconds West along the South line of said Lot 4 for a distance of 38.96 feet to a Point distance 60.00 feet East of the South West corner of said Lot 4; thence North 04 degrees, 35 minutes, 15 seconds West on a line perpendicular to the last described line for a distance of 65.11 feet to a point on the Westerly line of said Lot 4; thence North 38 degrees, 04 minutes, 25 seconds East along the Northwesterly line of said Lot 4, for a distance of 17.15 feet to the North West corner of said Lot 4; thence North 87 degrees, 17 minutes, 16 seconds East along the North lines of said Lot 4, for a distance of 29.80 feet to the point of beginning all in Cook County, Illinois.

Parcel 2:

That part of Lot 41 in the Commons of Palos Park Phase 2, aforesaid being a strip of land 5.00 feet wide lying immediately North of and adjoining the North line of said Lot 4 and lying west of the Northerly prolongation of the East line of the above described Parcel 1, all in Cook County, Illinois.

Parcel 3:

Easement appurtenant to and for benefit of Parcel 1 aforesaid as set forth in Declaration of Covenants and Restrictions for Palos Commons Planned Unit Development filed March 7, 1980 as Document LR 3149276 and as created by deed from F.I.D.C., Inc. a Corporation of Illinois to _____ and filed _____ as Document no. _____ aforesaid for ingress and egress.

DESCRIPTION APPLICABLE TO PROP. OLD CDD TO LOT 4379 (ISSUE FROM)

622229

UNOFFICIAL COPY

0 3 3 7 2 1 7 9

Subject to Declaration of Covenants and Restrictions by Grantor dated the 19th day of February, 1980 and filed in the Office of the Registrar of Titles of Cook County, Illinois March 7, 1980 as Document LR3149276, which is incorporated herein by reference thereto. Grantor grants to the Grantees, their heirs and assigns, as easements appurtenant to the premises hereby conveyed the easements created by said declaration for the benefit of the owners of the parcels of realty herein described. Grantor reserves to itself, its Successors and Assigns, as easements appurtenant to the remaining parcels described in said Declaration, the easements thereby created for the benefit of said remaining parcels described in said declaration and this conveyance is subject to the said easements and the right of the Grantor to grant said easements in the conveyances and mortgages of said remaining parcels or any of them, and the parties hereto, for themselves, their heirs, successors and assigns, covenant to be bound by the covenants and agreements in said document set forth as covenants running with the land.

Cook County Clerk's Office
61222286

43372279

REGISTER OF RECORDS
CAROL MOSELEY BRAUN
HUNTER
IDENTIFIED
NO. 17-17

RESULT OF SEARCH:

INTENDED GRANTEEES OR ASSIGNEES:
Heritage Trust Co. 87-208

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:
E. B. C. INC.

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH:

DOCUMENT NO.
1474379

03-872279

SEARCHED
SERIAL 10 FILE 2530

4-10-90

778825

Property of Cook County Clerk's Office