

BOOK 35413 PAGE 286

THIS INDENTURE WITNESSETH that the grantors, ANDREW R. DOLE and MARY HOOKER DOLE, his wife, of the Village of Oak Park, County of Cook and State of Illinois, for and in consideration of our desire to promote public welfare and One Dollar (\$1.00), convey and warrant to the VILLAGE OF OAK PARK, a Municipal corporation, in the County of Cook and State of Illinois, the following described real estate, to-wit:

The North one hundred (100) feet of Lot Two (2) in Block Five (5) in John Johnston Jr's Addition to Austin, said Addition being a subdivision of the South half of the South West quarter of Section Five (5), Township Thirty-nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, together with all improvements thereon,

situated in the Village of Oak Park, in the County of Cook, in the State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This conveyance is made upon the express understanding that the real estate hereby conveyed shall be used by said Village of Oak Park for a public library, public recreational center, or, subject to the conditions hereinafter stated, for such other public purpose as the President and the Board of Trustees of the Village of Oak Park may, from time to time, determine, it being the intention of the grantors that said President and Board of Trustees shall be vested with full power to use said premises for any public purpose either similar to or different from the purposes herein stated which they shall, from time to time, deem to be for the best interest of the inhabitants of the Village of Oak Park; also said President and Board of Trustees shall have full power and authority to sell said premises at any time provided that the proceeds arising therefrom shall be used for like public purposes to those herein expressed provided said real estate or the proceeds therefrom shall be used only for such purposes as shall be exempt from all taxes, including gift, estate, inheritance, or succession taxes, or taxes of like nature whatsoever, under any laws now or hereafter in force.

It shall not be the duty of the purchaser of said premises, or any part thereof, to see to the application of the purchase money paid therefor, nor shall any one who may deal with said grantee be required or privileged to inquire into the necessity, expediency, or purpose of any act of said grantee purporting to be done in pursuance of any of the provisions or powers of this instrument.

Witness the hands and seals of the grantors this 2<sup>nd</sup> day of November, A.D. 1939.

Andrew R. Dole (SEAL)

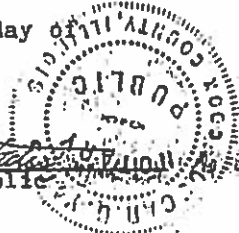
Mary Hooker Dole (SEAL)

The consideration for this deed is less than \$100.00

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, Edward J. Yates, a Notary Public in and for the said County and State aforesaid, do hereby certify that ANDREW R. DOLE and MARY HOOKER DOLE, his wife, personally known to me and known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered 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 Notarial Seal this 2<sup>nd</sup> day of November, A.D. 1939.



Edward J. Yates  
Notary Public

12393566  
STATE OF ILLINOIS } SS. NO.  
COOK COUNTY }  
FILED }  
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35413 286  
AND RECORD PAGE  
500  
Edward J. Yates

Box 864  
NO. 2401605

IN THE COURT

OF

ANDREW R. DOLE and

MARY HOOKER DOLE

to

VILLAGE OF OAK PARK

WARRANTY DEED

WHEELOCK, NEW. & MACKENZIE  
LAWYERS  
MARQUETTE BUILDING

# Chicago Title and Trvst Company

No 2401665

Amount \$15,000.00

This Guarantee Policy Witnesseth, that the Chicago Title and Trvst Company, In consideration of the sum of One Dollar and other valuable considerations to it in hand paid, doth hereby guarantee

VILLAGE OF OAK PARK, A MUNICIPAL CORPORATION,

or any person or persons to whom this policy shall be transferred, with the assent of the Company endorsed hereon, against all loss or damage, not exceeding

FIFTEEN THOUSAND

Dollars;

which the said party guaranteed shall sustain by reason of defects in the title of the party guaranteed, as set forth in Schedule A below, to the real estate or interest therein described in said Schedule A, or by reason of liens or incumbrances affecting the same, at the date hereof, excepting only such liens, incumbrances and other matters as are set forth in Schedule B below, subject to the conditions and stipulations hereinbelow set forth and made a part of this policy.

This policy is issued upon application by or on behalf of the party guaranteed, numbered 2401665, which application shall be held against all parties claiming hereunder to be a warranty of the facts therein stated.

In Witness Whereof, the Chicago Title and Trvst Company hath caused its corporate seal to be hereto affixed and these presents to be signed by its President and attested by its Assistant Secretary; this SEVENTH day of NOVEMBER in the year of our Lord one thousand nine hundred and thirty nine (1939).

Norman J. Frazier President  
Attested: J. Brown Assistant Secretary

Schedule A

FEE SIMPLE

1. The estate or interest of the party guaranteed covered by this policy.

2. Description of the real estate in respect of which this policy is issued.

The North one hundred (100) feet of lot two (2) in block five (5) in John Johnston Jr.'s Addition to Austin, said Addition being a subdivision of the South half of the South West quarter of Section five (5), Township thirty nine (39) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

## Schedule B

Showing estates or defects in title; and liens, charges and incumbrances thereon, which do or may now exist; and against which the Company does not guarantee

1. Rights or claims of parties in possession not shown of record and questions of survey;

2. Judgments and decrees, if any, against Village of Oak Park, a municipal corporation.

3. Legal limitations imposed by the Statutes of the State of Illinois upon the rights, and powers of the said Village of Oak Park, a municipal corporation, to take, hold and convey real estate.

4. The warranty deed dated November 2, 1939 and recorded November 7, 1939 as document 12393566 made by Andrew R. Dole and Mary Hooker Dole, his wife, to Village of Oak Park, a municipal corporation, was made upon the express understanding that premises in question shall be used by said Village of Oak Park for public library, public recreational center or subject to the conditions hereinafter stated for such other public purposes as the President and Board of Trustees of the Village of Oak Park may from time to time determine, it being the intention of the grantors that said President and Board of Trustees shall be vested with full power and authority to use said premises for any public purpose, either similar to or different from the purposes herein stated which they shall from time to time deem to be for the best interests of the inhabitants of the Village of Oak Park; also said President and Board of Trustees shall have full power and authority to sell premises in question at any time providing that the proceeds arising therefrom shall be used for a like public purpose to those herein expressed and providing that said premises or the proceeds therefrom shall be used only for such purposes as shall be exempt from all taxes, including gift, estate, inheritance or succession taxes or taxes of like nature whatsoever under any laws now or hereinafter enforced. Said deed also contains provisions that it shall not be the duty of the purchaser of said premises or any part thereof to see to the application of the purchase money paid therefor nor shall any one who may deal with said grantees be required or privileged to inquire into the necessity or purpose of any act of the grantee purporting to be done in pursuance of any of the provisions or powers of said instrument.

5. Taxes for the year 1939.

## Conditions and Stipulations of this Policy

1. The CHICAGO TITLE AND TRUST COMPANY shall have the right to, and will, at its own cost and charges, defend the party guaranteed in all actions of ejectment or other action or proceeding founded upon a claim of title, incumbrance or defect which existed or is claimed to have existed prior in date to this policy and not excepted herein; reserving, however, the option of settling the claim or paying this policy in full; and the payment or tender of payment to the full amount of this policy shall determine all liability of this Company hereunder. In case any such action or proceeding shall be begun, it shall be the duty of the party guaranteed at once to notify the Company thereof in writing, and secure to it, when practicable, the right to defend such action or proceeding, and to give all reasonable assistance therein. If such notice shall not be given to the Company within ten days after summons or other process in such action or proceeding shall be served upon the party guaranteed in person, then all liability of this Company in regard to the subject matter of such action or proceeding shall cease and be determined.

2. Whenever the Company shall have settled a claim under this policy, it shall be entitled to all rights and remedies which the party guaranteed would have had against any other person or property in respect to such claim, had this policy not been made, and the party guaranteed undertakes to transfer to the Company such rights, and to permit it to use the name of the party guaranteed for the recovery thereof. Any sum collected on such rights over and above the amount of loss paid by said Company shall belong and on demand shall be paid to the party guaranteed. The party guaranteed warrants that its rights of subrogation shall rest in the Company unaffected by the loss of the party guaranteed.

3. Nothing contained in this policy shall be construed as a guarantee against defects or incumbrances created subsequent to the date hereof or as a guarantee against loss or damage by reason of fraud by or notice of fraud to the party guaranteed; or by reason of claims undisclosed of record arising under any act, thing or trust relationship done, created, suffered, known or permitted by said party; or by reason of the fact that said party was not a purchaser for value, or that said party contravened the laws of the United States establishing a uniform system of bankruptcy in its acquisition of the estate or interest hereby guaranteed; nor will this Company be liable in any event for any loss or damage arising from the refusal of any party to carry out any contract to purchase, lease or loan money on the estate or interest guaranteed.

4. Nothing in this policy shall be held as a guarantee against any loss or damage arising (1) from any violation of law by the party guaranteed, or (2) from any failure, past or future, of the party guaranteed to comply with the laws of any state or of the United States, or (3) from lack of corporate power of the party guaranteed to acquire or hold the real estate, or estate or interest therein, described in said Schedule "A" for a purpose other than the lawful purposes of its organization, or (4) from the enforcement of any lien existing in favor of the state in which the property herein described is situated or of the United States in respect to any income tax, excess profits tax, special excise tax, license fee or franchise tax levied or assessed against the party guaranteed, or (5) by reason of water rentals or water taxes or by reason of special taxes or special assessments which have not been confirmed by a Court of Record in the county where the real estate herein described is situated, or (6) conveyances or agreements not of record at the date of this policy, or (7) mechanics' liens when no notice thereof appears of record.

5. A statement in writing of any loss or damage for which it is claimed this Company is liable shall be furnished to the Company within sixty days after such loss or damage, and no right of action shall accrue under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had under this policy unless action shall be commenced thereon within one year after the expiration of said last mentioned period of thirty days; and a failure to furnish such statement of loss or damage, and to commence such action within the times hereinbefore specified, shall be a conclusive bar against the maintenance of any action under this policy.

6. All payments under this policy shall reduce the amount guaranteed *pro tanto*, and no payment can be demanded without producing the policy for endorsement of such payment. If the policy be lost or destroyed, indemnity must be furnished to the satisfaction of the Company.

7. Nothing contained in this policy shall be construed as a guarantee (1) against the consequences of any law, ordinance or governmental regulation (including building and "zoning" ordinances) limiting, regulating or concerning the use or enjoyment of the property herein described, or the character, dimensions or location of any improvement erected or to be erected thereon, or (2) against the consequences of the exercise or attempted exercise of "police power" over said property, or (3) against loss or damage by reason of any violation or in consequence of an act passed by the Legislature of the State of Illinois relating to alcoholic liquors, approved January 31, 1934, and effective February 1, 1934, or amendments thereto.

This policy necessarily relates solely to the title prior to and including its date.

Assignment of this policy must be with the assent of the Company endorsed hereon, and, to protect subsequent purchasers against intermediate claims or losses, must be continued to date.

Trustees and mortgagees, to receive the benefit of this policy, should obtain a "mortgagee's policy" hereon.

In assenting to assignment no liability is assumed by the Company for defects or incumbrances created subsequent to the date of this policy.

### Assignment of Policy

Chicago, ..... 19..... For Value Received..... hereby assign

all interest in this policy to .....

Assented to ..... 19.....

subject to foregoing conditions:

CHICAGO TITLE AND TRUST COMPANY,

by.....

## Officers

HOLMAN D. PETTIBONE  
President

KENNETH E. RICE Vice-President	CHESTER R. DAVIS Vice-President and Trust Officer
ARTHUR C. MARRIOTT Vice-President	DONALD RILEY Vice-President and Treasurer
J. FRANK GRAF Vice-President	CASSIUS A. SCRANTON Vice-President
W. V. CARROLL, JR. Vice-President	HAROLD L. REEVE General Counsel and Secretary
HAROLD A. MOORE Vice-President	HARRISON B. RILEY Special Counsel
JOHN D. BINKLEY Assistant Secretary	GEORGE GILLETTE Advisory Counsel
RODERICK A. METTE Assistant Secretary	M. M. OSHE Chief Title Officer
JOHN C. BROWN Assistant Secretary	GEORGE E. HARBERT Title Officer
HARLAN W. COOLEY Assistant Secretary	J. FRANK BILGER Title Officer
HERBERT P. FUHRMANN Assistant Secretary	JOHN O. BIRKLAND Title Officer
ROBERT H. MUELLER Assistant Secretary	THOMAS A. GUINANE Title Officer
ALBEN T. MYREN Assistant Secretary	DONALD A. McLEAN Title Officer
JAMES E. REARDON Assistant Secretary	C. EDWARD NORRIS Title Officer
JOSEPH D. SHELLY Chief Escrow Officer	CHARLES OLSEN Tax Counsel
ALBERT C. DeWITT Tax Counsel	FAYETTE W. REED Title Officer
GRANT L. CHANGSTROM Credit Manager	

## Directors

LAIRD BELL	HOLMAN D. PETTIBONE
WILLIAM SCOTT BOND	KENNETH E. RICE
CHAUNCEY B. BORLAND	F. STANLEY RICKCORDS
JUSTIN M. DALL	DONALD RILEY
CHESTER R. DAVIS	HARRISON B. RILEY
JAMES H. DOUGLAS, JR.	HUGO SONNENSCHNEIN
PERCY B. ECKHART	JUDSON F. STONE
AMOS C. MILLER	ALBERT H. WETTEN
NATHAN G. MOORE	

# Title Guarantee Policy

Owner's Policy No. 2401665

Amount \$15,000.00

CHICAGO TITLE AND TRUST  
COMPANY  
CHICAGO, ILL.

Service Covers All of the State of Illinois  
and Lake County, Indiana