

UNOFFICIAL COPY

(The Above Space For Recorder's Use Only)

SPECIAL WARRANTY DEED IN TRUST

After Recording Mail To:
Albany Bank & Trust Company N.A.
3400 W. Lawrence Ave.
Chicago, Illinois 60625
Or Box 35

00939045

2640/0074 05 001 Page 1 of 3
2000-11-30 11:30:12
Cook County Recorder 47.00

Name and Address of Taxpayer:
HANSEN REALTY
2650 N. HALSTED
CHICAGO, IL 60614



00939045

THIS INDENTURE WITNESSETH, That the GRANTOR, PAN AMERICAN LIFE INSURANCE

COMPANY, a Louisiana corporation, duly authorized to transact business in the State of Illinois, having an office at the Pan American Life Center, 601 Poydras Street, New Orleans, Louisiana 70130 for and in consideration of Ten and no/100 Dollars, and other good and valuable considerations in hand paid, GRANTS, BARGAINS AND SELLS unto ALBANY BANK & TRUST COMPANY N.A., a national banking association, its successor or successors, as Trustee under the provisions of a Trust Agreement dated October 6, 2000 and known as Trust number 115691 the following described real estate in the County of Cook and State of Illinois, to wit: **LEGAL DESCRIPTION AND PERMITTED EXCEPTIONS ATTACHED HERETO AS EXHIBIT A.**

Address of Real Estate: 3249 N. Central Avenue, 3242-44 N. Central Avenue and 3252-56 N. Central Avenue, Chicago, IL
Permanent Index Numbers: 13-20-429-027-0000; 13-20-429-028-0000; 13-20-429-031-0000; 13-20-429-032-0000; 13-21-323-001-0000

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth. And Grantor, for itself and its successors, hereby warrants to Grantee, its heirs and assigns, only that: (1) Grantor has not done or suffered to be done anything whereby the said premises hereby granted are, or may be, in any manner, encumbered; and (2) Grantor will forever defend the said premises against all person lawfully claiming by, through or under Grantor.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversions, by leases to commence in praesenti or 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 196 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 property, or any part thereof, for the 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of said trust agreement have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof 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 said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee 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, her, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 other disposition of said real estate, and such interest is 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 the earnings, avails and proceeds thereof as aforesaid.

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 the exemption of homesteads from sale on execution or otherwise.

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IN WITNESS WHEREOF, the grantor aforesaid has hereunto set its hand and seal this 7TH day of November, 2000.

PAN AMERICAN LIFE INSURANCE COMPANY

By: [Signature]

Name: Luis I. Ingles, Jr.

Its: Senior Vice President-Investments

STATE OF LOUISIANA)
) SS
PARISH OF ORLEANS

I, the undersigned, a Notary Public in and for said Parish, in the State aforesaid, DO HEREBY CERTIFY THAT Luis I. Ingles, Jr., personally known to me to be the Sr. Vice President of PAN AMERICAN LIFE INSURANCE COMPANY, a Louisiana corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such Senior Vice President, he signed and delivered the said instrument of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his 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, on this 7TH day of November, 2000

IMPRESS
SEAL
HERE

My Commission expires at death, 19 .

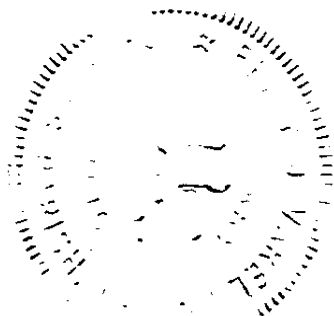
FRANK J. VARELA

[Signature: Frank J. Varela]
Notary Public

Notary Public, Parish of Orleans, State of La.

My Commission is issued for life.

This Instrument was prepared by: James E. Dillon, Hopkins & Sutter, Three First National Plaza, Suite 4200, Chicago, Illinois 60602.



City of Chicago Real Estate
Dept. of Revenue Transfer Stamp
240500 \$7,875.00
11/28/2000 15:12 Batch 07990 23



BOOK
CO. NO. 016
1 3 2 0 3 3



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 29 '00
DEPT. OF REVENUE \$ 5 2 5 . 0 0
P.D. 10776

BOOK
CO. NO. 016
1 3 2 0 3 4



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 29 '00
DEPT. OF REVENUE \$ 5 2 5 . 0 0
P.D. 10776

3 3 9 7 7 7

Cook County

REAL ESTATE TRANSACTION TAX
REVENUE
STA.MP. NOV 29 '00
P.D. 11427 \$ 5 2 5 . 0 0



LEGAL DESCRIPTION

PARCEL 1:

SUBLOT 1 IN WILLIAM S. FRISBY'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN HIELD AND MARTIN'S SUBDIVISIONS OF BLOCKS 5 AND 6 OF THE SUBDIVISION OF LOTS D, E AND F IN THE PARTITION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 19 AND 20 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 10 ACRES OF THE EAST 40 ACRES OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2 AND 3 IN NICHOLAS' SUBDIVISION OF THE EAST 166 FEET OF THE NORTH 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos.: 13-20-429-027-0000; 13-20-429-028-0000; 13-20-429-031-0000; 13-20-429-032-0000; 13-21-323-001-0000

Address of Properties: 3249 N. Central, 3242 N. Central; 3244 N. Central; 3252 N. Central and 3256 N. Central, Chicago, Illinois

PERMITTED EXCEPTIONS

1. General Real Estate Taxes for the year 2000 and subsequent years.
2. Encroachment of building, air conditioning units, and fence located mainly on the property north and adjoining onto the land as follows: the building by approximately 0.43 feet; the air conditioning units by varying 2.30 feet to 2.60 feet and the metal fence post varying 0.69 feet to 1.43 feet, as shown on Plat of Survey Number 972805 by Gremley and Biedermann, Inc., dated December 1, 1997 (affects Parcel 2)
3. Encroachment of foundation over and onto the public way south and adjoining at the southeast corner by .03 feet and encroachment of overhead sign over and onto the concrete walk west and adjoining by 9 feet as shown on Plat of Survey Number 972805 by Gremley and Biedermann, Inc., dated December 1, 1997. (affects Parcel 1)
4. Lease dated September 25, 1998 and Addendum to Lease Agreement (Parking Lot Lease Agreement) dated September 25, 1998 and executed by Pan American Life Insurance Company, as Lessor, and Regent Retail Enterprises, Inc., d/b/a Dollar Junction, as Lessee, and all rights thereunder of the Lessees and of any person or party claiming by, through or under the Lessees. (affects Parcels 1, 2 and 3)
5. Parking Lot Lease Agreement dated April 11, 2000 and executed by Pan American Life Insurance Company, as Lessor, and Frank Tenuta, Mario Tenuta and John Jagne d/b/a A&G Fruit Market, as Lessee, and all rights thereunder of the Lessees and of any person or party claiming by, through or under the Lessees. (affects Parcel 3)