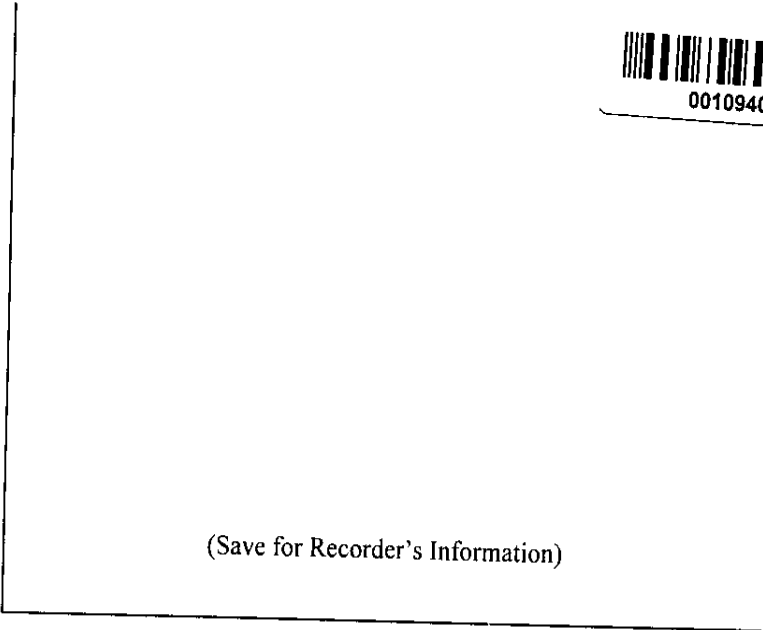


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8203/0289 45 001 Page 1 of 10
2001-10-10 15:16:33
Cook County Recorder 39.00

**AFTER RECORDING
RETURN TO:**

Scott Lindquist, Esq.
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606-6404



(Save for Recorder's Information)

7954496-D2-TMS
(All)

TRUSTEE'S DEED

SEE ATTACHED

9
of
D

PROPERTY ADDRESS: 1417 LAKE-COOK ROAD, DEERFIELD, ILLINOIS

Permanent Index Number: 04-05-101-011-0000

Property of Cook County Clerk's Office

BOX 333-CTT

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TRUSTEE'S DEED

The above space for recorder's use only

THIS INDENTURE, made this 1st day of April, 1994, but effective for all purposes as of October 9, 2001 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 15th day of May, 1983, and known as Trust No. 57660, party of the first part, and THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, party of the second part.

WITNESSETH, that said party of the first part, in consideration of sum of TEN and NO/100 Dollars, in hand paid, and other good and valuable consideration, does hereby grant, sell, convey and quit claim unto said party of the second part, the real estate situated in Cook County, Illinois and described in Schedule A attached hereto and made a part hereof together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the use and benefit, forever, of said party of the second part.

This indenture is an absolute conveyance of all of party of the first part's right, title and interest in the above described real estate and is not intended as a mortgage, trust conveyance or security of any kind. Party of the first part acknowledges that the above described real estate is being transferred for fair and adequate consideration. Party of the first part further acknowledges that fair and adequate consideration has been given for its waiver of any and all redemption rights, reinstatement rights and cure rights permitted by law.

Party of the first part and party of the second part acknowledge and agree that notwithstanding the transaction contemplated hereby, (i) that certain Amended and Restated Mortgage Note No. 1, dated April 1, 1994, in the original principal amount of \$8,200,000.00, made by the party of the first part to party of the second party (herein, such amended and restated mortgage note, as the same may hereafter be amended,

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modified or restated, together with any and all substitutions and replacements thereof, is called "Note No. 1"), (ii) that certain Amended and Restated Mortgage Note No. 2, dated April 1, 1994, in the original principal amount of \$1,683,222.87, made by the party of the first part to party of the second part (herein, such amended and restated mortgage note, as the same may hereafter be amended, modified or restated, together with any and all substitutions and replacements thereof, is called "Note No. 2"; herein, Note No. 1 and Note No. 2 are sometimes collectively referred to as the "Note"), (iii) that certain First Mortgage and Security Agreement dated November 14, 1984, by and between party of the first part and party of the second party and recorded on November 14, 1984 in the Recorder's Office of Cook County, Illinois as Document No. 27336974, as amended by that certain Extension and Modification Agreement, dated December 28, 1990 but effective as of December 1, 1990 by and between party of the first part, Lake-Cook Office Development Company - Building Three, an Illinois limited partnership (the "Beneficiary") and party of the second part and recorded on January 22, 1991 in the Recorder's Office of Cook County, Illinois as Document No. 91033194 (herein, as the same may hereafter be amended, modified and restated, together with any and all substitutions and replacements thereof, is called the "First Amendment") and as further amended by that certain Second Amendment to Loan Documents, Security Agreement and Agreement Concerning Mortgage Loan, dated as of April 1, 1994, by and among party of the first part, Beneficiary and party of the second part (herein, as the same may hereafter be amended, modified or restated, together with any and all substitutions and replacements thereof, is called the "Second Amendment"), and (iv) all of the other Loan Documents (as defined in the Second Amendment) (herein, all of the documents identified in clauses (i) - (iv) above, as the same may be amended, modified or restated, together with any and all substitutions and replacements thereof, shall be collectively referred to herein as the "Loan Documents") shall remain in full force and effect, now and hereafter, and the interest of the party of the second part in the within-described real estate by virtue of this deed shall not merge with the interests of party of the second part or its successors' and assigns' under the Loan Documents. The acceptance by party of the second part of this deed shall not prejudice, limit, restrict or effect party of the second part's or its successors' and assigns' claim of priority under the Loan Documents over any other liens, claims, or encumbrances of any kind whatsoever. It is the express intention of party of the first part and party of the second part that party of the second part's interest in the within described real estate shall not merge with the interest or rights of party of the second part's or its successors' and assigns' under the Loan Documents, but will be and remain at all times separate and distinct, and party of the second part may hereafter sell or

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otherwise transfer the within-described real estate free and clear of all interests of the party of the first part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said deed or deeds in trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the party of the first part personally to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein, all such personal liability of the party of the first part, if any, being expressly waived by each and every person now or hereafter claiming any right or security under this deed. The party of the first part hereby represents that it possesses full power and authority to execute and deliver this instrument. This deed is made subject to the liens of the Loan Documents upon said real estate, if any, recorded or registered in said county.

The parties hereto acknowledge and agree that this deed is exempt from state and county transfer taxes pursuant to Ill. Rev. Stat. ch. 120 ¶ 1004(m).

EXEMPT UNDER PROVISIONS OF
PARAGRAPH L, SECTION 4,
REAL ESTATE TRANSFER ACT

DATE: October 4, 2001

Kalica Perry for Scott Lindquist, Esq.
SIGNATURE OF BUYER, SELLER OR REPRESENTATIVE

Clerk's Office

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IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its Vice presidents or its Assistant Vice presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as
Trustee, as aforesaid, and not
personally

By: [Signature]
Vice president

Attest: [Signature]
Assistant Secretary

THIS INSTRUMENT PREPARED BY:

American National Bank and
Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois

D Name: ~~MAYER, BROWN & PLATT~~
E
L Street: ~~190 South LaSalle Street~~
I
V City: ~~Chicago, Illinois 60603~~
E
R Attention: ~~Dean A. Isaacs~~
Y

OR

~~Recorder's Office Box Number 407~~

FOR INFORMATION ONLY
INSERT STREET ADDRESS
OF ABOVE DESCRIBED
PROPERTY HERE

1417 Lake-Cook Road
Deerfield, Illinois

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said national banking association caused the corporate seal of said national banking association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

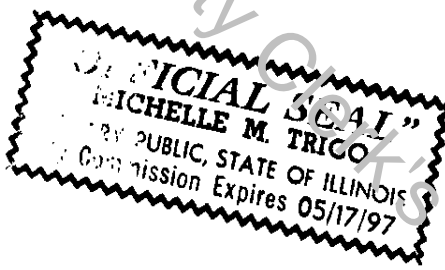
Given under my hand and Notary Seal,

Date: AUG 30 1994

Michelle M. Trigo

Notary Public

My Commission Expires:



Office

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SCHEDULE A TO DEED

Legal Description

Property of Cook County Clerk's Office

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Legal Description

Parcel 1:

Lot 2 (excepting therefrom that part of said Lot 2 falling in the following described parcel: That part of Lot 2 and Lot 3, all taken as a tract, in Lake Cook Office Centre being a Resubdivision of Lot 3 in Lake Cook Industrial Park, being a subdivision in the Northeast 1/4 and the Northwest 1/4 of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Lot 3; thence South along the West line of said Lot 3 a distance of 465.00 feet to the point of beginning; thence East perpendicular to said West line, 30.12 feet; thence South parallel with said West line, 113.00 feet; thence West perpendicular to said West line, 60.12 feet; thence North parallel with said West line, 113.00 feet; thence East perpendicular to said West line 30.00 feet to the point of beginning) in Lake-Cook Office Centre, being a Resubdivision of Lot 3 in Lake Cook Industrial Park, being a Subdivision in the Northeast quarter and the Northwest quarter of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 for ingress and egress and access for construction, installation, use, maintenance, repair and replacement of frontage road described in and as created by Declaration of Grant of Easement made by La Salle National Bank, as Trustee under trust agreement dated October 30, 1972 and known as trust no. 44913 dated August 1, 1981 and recorded September 2, 1981 as document 23987860 over the following described parcels of land:

The South 60.00 feet of the North 120.00 feet of the "Parcel of Land," herein after described:

That part of the North 60 feet of said "Parcel of Land"; bounded on the West by the West line of the 80.00 feet right of way of Pine Street (as shown on the Third Addition to Deerfield Park Unit No. 1, being a Subdivision in the South East 1/4 of Section 32, Township 43 North, Range 12 East of the Third Principal Meridian in Lake County Illinois, recorded December 22, 1958 as Document No. 1015141 extended South; bounded on the East line of the aforementioned Pine Street, extended South;

ALSO,

That part of the North 60.00 feet of said "Parcel of Land"; bounded on the West by the West line of the 60.00 feet right of way of the now named Birchwood Avenue (as shown as Pheasant Street on a Subdivision of J.S. Hovland's First Addition to Deerfield, being a Subdivision in the South West 1/4 of Section 32, Township 43 North, Range 12 East of the Third Principal Meridian in Lake County, Illinois, recorded November 7, 1924 as Document Number 248380) extended South; bounded on the East by the East line of the aforementioned Birchwood Avenue, extended South: said "Parcel of Land" being described as the following Parcels all taken as a tract:

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That part of the East 1/2 of Government Lot 2 in the North West 1/4 of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, and also the West 1/2 of Government Lot 2 (Except the East 878.26 feet, as measured along the North line thereof) in the North East 1/4 of said Section 5, all taken as tract, lying North of the North line of Tollway Parcel T-11-B-2 as described in Superior Court Case 56S19626 dated November 9, 1956, lying Northerly of Tollway Parcel T-11-B-2.4 as described in Superior Court Case 56S19626 dated February 5, 1957 and lying South of the South line of Lake Cook Road, being a line 50.00 feet South of and Parallel with the North line of both the North West 1/4 and North East 1/4 of said Section 5:

ALSO,

That part of the East 878.26 feet (as measured along the North line) except the North 873.00 feet of the East 20.00 feet of the West 1/2 of Government Lot 2 in the North East 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, lying North of the North line of Tollway Parcel T-11-B-2 as described in Superior Court Case 56S19626 dated November 9, 1956, lying South of the South line of Lake-Cook Road being a line 50.00 feet South of and parallel with the North line of the North East 1/4 of said Section 5;

ALSO

The South 200 feet of the North 1073.00 feet of the West 3 acres of the North East 1/4 of the North East 1/4 of Section 5 aforesaid, all in Cook County, Illinois, excepting therefrom that part of said easement falling within Parcel 1.

Parcel 3:

Non-exclusive reciprocal rights to the use and enjoyment of all parking spaces, rights of way, and utility facilities as defined and established by that certain Declaration and Grant of Reciprocal Rights recorded February 25, 1982 as Document Number 26154914, as modified by Amendment recorded January 19, 1984 as Document 26935444 and re-recorded February 23, 1984 as Document 26979802.

Parcel 4:

Non-exclusive easements for the benefit of Parcel 1 for Support and connection, for Operation, Maintenance, Repair and Restoration of the Reception Center and Reception Center Site, for Use of the Reception Center and Reception Center Site, and for access as set forth and as created by Declaration and Grant of Easements for Reception Center recorded August 15, 1984 as Document 27215369.

P.I.N.: 04-05-101-011-0000

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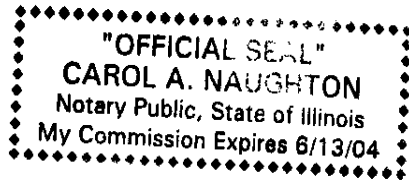
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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated October 4, 192001
Signature: _____
Grantor or Agent

Subscribed and sworn to before me by the said _____ this 4th day of October, 192001



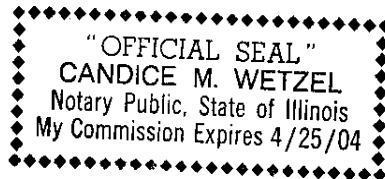
Notary Public Carol A. Naughton

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated October 3, 192001
Signature: Beata + Amelquist
Grantee or Agent Attorney for Grantee

Subscribed and sworn to before me by the said Grantee's attorney this 3rd day of October, 192001

Candice M. Wetzel



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