

UNOFFICIAL COPY

0020689737

TRUSTEE'S DEED IN TRUST

4567/0272 18 001 Page 1 of 5  
2002-06-20 12:08:20  
Cook County Recorder 29.00



THIS INDENTURE, dated June 14, 2002 between LASALLE BANK NATIONAL ASSOCIATION, a National Banking Association, successor trustee to American National Bank and Trust Company of Chicago, 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 Bank in pursuance of a certain Trust Agreement dated March 31, 1993 and known as Trust Number 116755-01 party of the first part, and Parkway Bank and Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 6, 2002 and known as Trust Number 13266 party of the second part whose address is \_\_\_\_\_

(Reserved for Recordors Use Only)

7988271028X ①

WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party/parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

See Exhibit "A" attached hereto and made a part hereof



SUBJECT TO: Those matters set forth on Exhibit "B" attached hereto and made a part hereof

Commonly Known As: 5221-5251 North Broadway and 1121-1143 West Berwyn, Chicago, Illinois

Property Index Numbers: 14-08-210-001-0000; 14-08-210-002-0000; 14-08-210-020-0000; 14-08-210-021-0000

together with the tenements and appurtenances thereunto belonging.

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 PAGE 3 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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 or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction 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, including the authority to convey directly to the grantee Trustee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

LASALLE BANK NATIONAL ASSOCIATION,  
as trustee and not personally,

By: Harriet Denisevicz  
Harriet Denisevicz  
Trust Officer

BOX 333-CT1

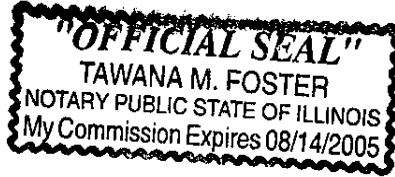
Prepared By:  
Harriet Denisevicz (tmf)  
LASALLE BANK NATIONAL ASSOCIATION,  
135 S. LASALLE ST, SUITE 2500,  
CHICAGO IL 60603

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STATE OF ILLINOIS ) I, the undersigned, a Notary Public in and for said County and State, do hereby certify  
COUNTY OF COOK ) Harriet Denisewicz, Trust Officer of LaSalle Bank National Association 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 said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes  
therein set forth.

GIVEN under my hand and seal this 14th day of June, 2002

Tawana M. Foster  
NOTARY PUBLIC



MAIL TO:

LAWRENCE B. SWIBEL  
FOX HETTER SWIBEL ETAL  
325 N. LASALLE #625  
CHICAGO IL 60610

SEND FUTURE TAX BILLS TO:

BERWYN AND BROADWAY LLC  
C/O L. CHODY  
830 N. MEACHAM RD  
SCHAUMBURG IL 60173

City of Chicago Real Estate  
Dept. of Revenue Transfer Stamp  
130509 \$43,162.50  
06/17/2002 14:44 Batch 11286 62

STATE OF ILLINOIS  
STATE TAX JUN. 19. 02  
REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE  
# 0000030738  
REAL ESTATE TRANSFER TAX  
05755.00  
FP 102808

COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
COUNTY TAX JUN. 19. 02  
REVENUE STAMP  
# 0000030834  
REAL ESTATE TRANSFER TAX  
02877.50  
FP 102802

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## TERMS AND CONDITIONS

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 re-subdivide 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 present or in future, 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 Grantee, 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 Grantee 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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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 1:

LOTS 19, 20 AND 21 AND THE SOUTH 4 FEET OF LOT 22 IN BLOCK 10 IN JOHN LEWIS COCHRAN'S SUBDIVISION, A SUBDIVISION OF THE WEST ½ OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 22 TO 25, (EXCEPT THE SOUTH 4 FEET OF LOT 22) AND EXCEPT THE NORTH 3 FEET OF LOT 25 IN BLOCK 10 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ AND ALSO THAT PART OF VACATED ALLEY IN SAID BLOCK 10 LYING NORTH OF LOT 22 IN SAID BLOCK 10 AND EAST OF LOTS 23, 24 AND THE SOUTH 47 FEET OF LOT 25 IN SAID BLOCK 10, ALSO LOT 27 (EXCEPT THE NORTH 53 FEET THEREOF) IN BLOCK 10 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 26 AND THE NORTH 3 FEET OF LOT 25 AND THE NORTH 53 FEET OF VACATED ALLEY BETWEEN LOTS 25, 26 AND 27, AND THE NORTH 55 FEET OF LOTS 27 AND 28 (EXCEPT ALLEY TAKEN OFF LOT 28) IN BLOCK 10 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5221-5251 N. BROADWAY/1121-1143 WEST BERWYN  
CHICAGO, ILLINOIS

PERMANENT INDEX NUMBERS: 14-08-210-001-0000  
14-08-210-002-0000  
14-08-210-020-0000  
14-08-210-021-0000

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. General real estate taxes not yet due and payable
2. Existing leases and tenancies including, but not limited to, that certain lease made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated August 18, 1986 and known as Trust Number 069209-04 to Hit or Miss, Inc., dated April 5, 1990, a memorandum of which was recorded December 11, 1990 as Document No. 90601283.
3. Encroachment of the masonry commercial building located mainly on the land, onto land adjacent to and adjoining the South line of the land by a distance of about 0.02 feet, as disclosed by survey by Gremley & Biedermann, Inc., dated March 12, 2002 Number 102427.
4. Encroachment of the one story brick commercial building located on the land, onto the public way North of and adjoining the land, a distance of 0.08 feet, and onto the public way East of and adjoining the land by a distance of 0.15 feet, (at the Northeast corner thereof), as disclosed by the survey prepared by Gremley & Biedermann, Inc., dated March 12, 2002 Number 102427.

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