

0020918136

This document was prepared by:  
~~and after Recording Mail To:~~

Katten Muchin Zavis  
525 West Monroe Street, Suite 1600  
Chicago, Illinois 60661  
Attn: Joseph A. Venzon, Esq.

(SEE LAST PAGE FOR MAILING INFO)

**WARRANTY DEED IN TRUST**

THIS INDENTURE WITNESSETH, That the Grantor, LITHOCOLOR PRESS, INC., an Illinois corporation, for and in consideration of the sum of ten and 00/100 dollars and other valuable consideration in hand paid, Conveys and Warrants unto LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JANUARY 2, 2002, KNOWN AS TRUST NO. 128650, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit "A" attached hereto

subject, however, to those matters described in Exhibit "B" attached hereto.

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.

THIS DEED REPRESENTS A TRANSACTION EXEMPT UNDER THE PROVISIONS OF SECTION L, 35 ILCS 200-31/45 OF THE REAL ESTATE TRANSFER TAX LAW AND SECTION M, CHAPTER 6 OF THE COOK COUNTY REAL PROPERTY TRANSFER TAX ORDINANCE.

DATED: JANUARY 25, 2002

BY: Robert Carlson

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

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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, leases 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 this trust 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 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 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, 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 hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or

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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(s) hereby expressly waive(s) and release(s) 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.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set their hand(s) and seal this 28th day of January, 2002.

LITHOCOLOR PRESS, INC., an Illinois corporation

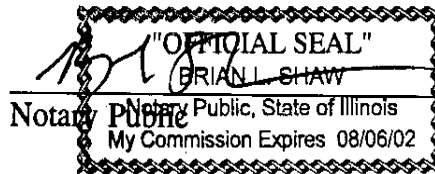
By:  
Name:  
Its:

J. Robert Carlson  
B. Robert Carlson  
President

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF Cook     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. Robert Carlson personally 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 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 official seal, this 28th day of January, 2002.



Send subsequent tax bills to:

LaSalle Bank National Association, as Trustee of Trust No. 128650  
135 South LaSalle Street, Suite 2140  
Chicago, Illinois 60603  
Attention: Rob Wall

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## EXHIBIT A

### LEGAL DESCRIPTION

[attached]

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## LEGAL DESCRIPTION

### PARCEL 1:

LOTS 65 TO 68, BOTH INCLUSIVE, AND VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS AND WEST OF THE EAST LINE OF SAID LOT 68, EXTENDED NORTH AND SOUTH OF THE SOUTHWESTERLY LINE OF LOT 69 AND EAST OF THE WESTERLY LINE OF SAID LOT 65, EXTENDED NORTHERLY AND EAST OF THE WEST LINE OF SAID LOT 69, EXTENDED SOUTH TO THE POINT OF INTERSECTION WITH SAID WESTERLY LINE OF SAID LOT 65, EXTENDED NORTHERLY, ALL IN GEORGE F. NIXON & COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

ALL OF LOTS 69 TO 74, INCLUSIVE, AND THOSE PARTS OF LOTS 4 TO 10, INCLUSIVE; TOGETHER WITH THOSE PARTS OF ALLEYS ADJOINING SAID LOTS AND VACATED BY ORDINANCE NO. 401 PASSED BY THE BOARD OF TRUSTEES AND APPROVED BY THE PRESIDENT OF THE VILLAGE OF WESTCHESTER ON OCTOBER 27, 1953, ALL IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND FALLING WITHIN THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 69, SAID POINT BEING ALSO THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 69 WITH A LINE, WHICH IS 141 FEET NORTH EASTERLY OF (AT RIGHT ANGLE MEASUREMENT) OF THE NORTH EASTERLY LINE OF DERBY LANE; THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 69 TO 74 AND SAID LINE EXTENDED NORTH, A DISTANCE OF 261.75 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE SOUTHERLY LINE OF ROOSEVELT ROAD, AS WIDENED; THENCE NORTH 76 DEGREES, 33 MINUTES, 00 SECOND EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 160.02 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF LOTS 75 TO 91 IN SAID GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, EXTENDED NORTH, THENCE SOUTH 00 DEGREE, 05 MINUTES, 40 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 335.71 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE SOUTH LINE OF SAID LOT 69, EXTENDED EAST; THENCE 89 DEGREES, 44 MINUTES, 00 SECOND WEST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 58.40 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF SAID LOT 69; THENCE NORTH 66 DEGREES, 47 MINUTES, 00 SECOND WEST, A DISTANCE OF 107.71 FEET TO THE PLACE OF BEGINNING, CONTAINING 48,163 SQUARE FEET MORE OR LESS, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE NORTH 49.47 FEET OF LOT 64; TOGETHER WITH THE VACATED ALLEY NORTHWEST OF AND ADJOINING SAID NORTH 49.47 FEET LYING EAST OF A LINE DRAWN DUE NORTHERLY FROM THE NORTHEAST CORNER OF LOT 51 IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Id. Number: 15-21-200-068-0000; 15-21-201-040-000; 15-21-201-041-0000

Address: 9825 West Roosevelt Rd., Westchester, Illinois  
9830 Derby Lane, Westchester, Illinois

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Taxes for the year(s) 2001 and 2002 and subsequent years not yet due or payable.
2. Mortgage dated April 29, 1999 and recorded May 14, 1999 as document 99467461 made by Lithocolor Press, Inc., an Illinois corporation, to LaSalle Bank National Association to secure a note for \$3,400,000.00.
3. A 15 foot building line as shown on the plat of said subdivision.
4. Rights of the public or quasi-public utilities, if any, in vacated alley for maintenance therein of poles, conduits and sewers, etc.
5. Rights of the municipality, the State of Illinois, the public and adjoining owners in and to the vacated alley.
6. Easement for sewer purposes over the northerly 12 feet of the land.  
(Affects Parcel 2)
7. Grant of easement recorded January 4, 1963 as document 18688990 by the Good News Publishers, a not for profit corporation of Illinois, and Marie J. Costigan for a perpetual easement into, upon and along that portion of the vacated alley, being approximately 16 feet in width and being the southwesterly corner of Parcel 3.

Conveyance of easement recorded January 5, 1963 as document 18712999 by and between Marie J. Costigan and Chicago City Bank and Trust Company, as trustee under Trust Agreement dated November 23, 1962 known as Trust Number 6940.

(Affects Parcels 1, 2, 3 and other property)

8. Easement in, upon, under, over and along the A portion of the land to install and maintain all equipment necessary for the purpose of serving the land and other property with telephone and electric service, together with right of access to said equipment, as created by grant to Commonwealth Edison Company and Illinois Bell Telephone Company recorded April 5, 1963 as document 18761821, affecting the southwest corner of Parcel 3 falling in the vacated 16-foot alley of the land.  
(Affects Parcel 3)
9. Easement in favor of the Commonwealth Edison Company, and its respective successors and assigns, to install, operate and maintain all equipment necessary

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for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Grant recorded November 29, 1995 as document 95825912. Affecting the west 5 feet of Lots 10, 69, 70, 71, 72, 73 and 74 and the west 5 feet of the east-west vacated alley lying south of Lot 10 and north of Lot 74.

(Affects Parcel 2)

10. Violation of the building line noted above at exception reference letter J by the 1 story brick building by approximately 0.08 to 0.47, as shown on plat of survey number 921729 prepared by Certified Survey Company dated September 23, 1992.
11. Encroachment of three concrete walls located mainly on the land onto the property north and adjoining by an undisclosed amount, as shown on plat of survey number 921729 (2) prepared by Certified Survey Company dated September 23, 1992.  
(Affects Parcel 2)
12. Encroachment of the fence located mainly on the land onto the property east and adjoining by approximately 0.23, as shown on plat of survey number 921729 (2) prepared by Certified Survey Company dated September 23, 1992.
13. Security interest of LaSalle Bank, N.A., secured party, in certain described chattels on the land, as disclosed by financing statement executed by Lithocolor Press, Inc., an Illinois corporation, debtor, and filed May 20, 1999 as document 99488064.

MAIL RECORDED DOCUMENT TO:

SCOTT E. JENSEN

BRYCE, DOWNEY, MURRAY, JENSEN & MIKUS LLC  
312 WEST RANDOLPH STREET  
SUITE 200  
CHICAGO, ILLINOIS 60606

STATEMENT BY GRANTOR AND GRANTEE

The grantor or her agent affirms that, to the best of its 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.

LITHOCOLOR PRESS, INC., an Illinois corporation

Dated: January 25, 2002

By:

J Robert Carlson  
Grantor or Agent

Subscribed and sworn to before me by the said J Robert Carlson this 25 day of January, 2002  
BRIAN L SHAW  
Notary Public, State of Illinois  
My Commission Expires 08/06/02  
Notary Public [Signature]

The grantee or her agent affirms that, to the best of its knowledge, 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.

LASALLE BANK NATIONAL ASSOCIATION

Dated: January 29, 2002

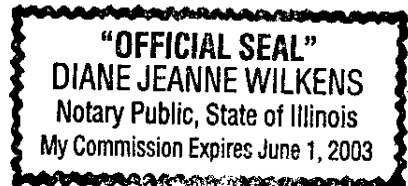
By:

[Signature], Kathleen Muchin Lewis, its attorney  
Grantee or Agent

Subscribed and sworn to before me by the said Joseph A. Ventron this 29 day of January, 2002.

Notary Public

Diane Jeanne Wilkens



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.



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