



7711218 DT Cox

THIS INDENTURE, made this 1st day of May, 2000, between STANLEY KAGIN, MICHAEL H. WOLK AND JOYCE LYNN BRANFMAN, of Minneapolis, Minnesota, party of the first part, and LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to American National Bank and Trust Company of Chicago, as Trustee under the provisions of a Trust Agreement dated April 1, 1999 and known as Trust No. 124973-01, at 135 South LaSalle Street, Chicago, Illinois 60603
(NAME AND ADDRESS OF GRANTEE)

party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of said partnership, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to its successors and assigns, FOREVER, all of its right, title and interest in and to the following described real estate, situated in the County of COOK and State of Illinois known and described as follows, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or in equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its successors and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to:

ITEMS SET FORTH ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

Permanent Real Estate Index Number(s): SEE EXHIBIT A
Address of real estate: 1940 West 33rd Street, Chicago, IL

This Deed may be executed in counterparts, all of which when taken together shall constitute a single original.

The Trust powers and provisions are set forth on Exhibit C attached hereto and made a part hereof.

THIS PROPERTY IS NOT HOMESTEAD PROPERTY.

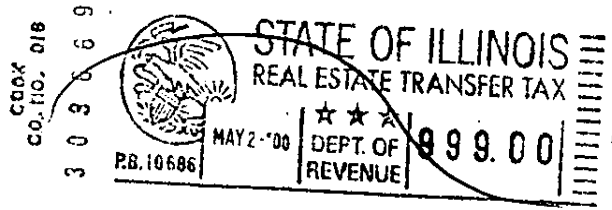
UNOFFICIAL COPY 00308451

IN WITNESS WHEREOF, said party of the first part has caused their hands and seals to be hereto affixed, as of the day and year first above written.

Michael H. Wolk
Michael H. Wolk

Joyce Lynn Branfman
Joyce Lynn Branfman

Stanley Kagin
Stanley Kagin



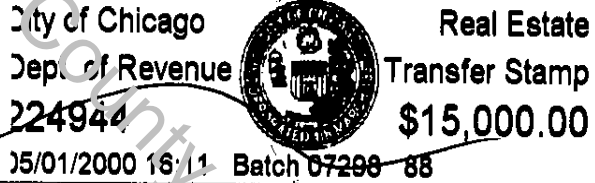
SEND SUBSEQUENT TAX BILLS TO:

East Balt. Commissions, Inc
(Name)

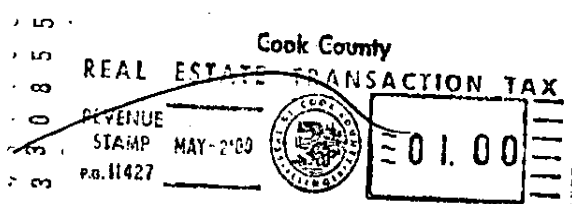
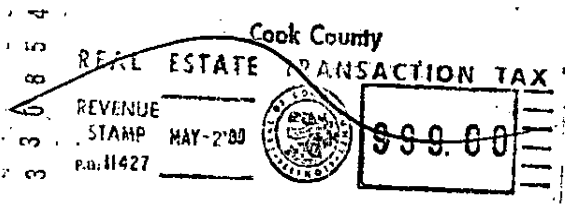
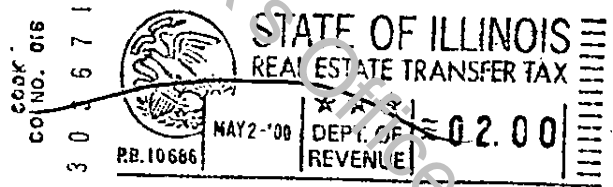
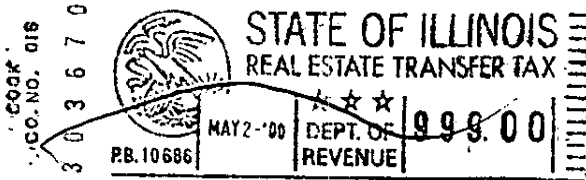
1801 West 31st Place
(Address)

Chicago, Illinois 60608
(City, State, Zip)

This instrument was prepared by: Patrick E. Brady
Ross & Hardies
150 N. Michigan Avenue
Chicago, IL 60601



Mail to: Richard Homer
Piper Marbury Rudnick & Wolfe
203 North LaSalle Street
Chicago, Illinois 60601



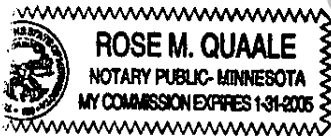
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STATE OF MINNESOTA)
COUNTY OF Hennepin) SS.

I, Rose M. Quale, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael H. Wolk, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such general partner, signed and delivered the foregoing instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1 day of May, 2000.



[SEAL]

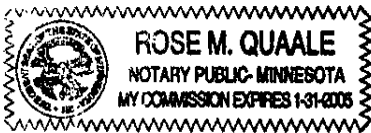
My Commission expires 01-31-2005

Rose M. Quale
Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS.

I, Rose M. Quale, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Joyce Lynn Beattman, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such general partner, signed and delivered the foregoing instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1 day of May, 2000.



[SEAL]

My Commission expires 01-31-2005

Rose M. Quale
Notary Public

COUNTY OF Hennepin

SS.

I, Rose M. Quale, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Stanley Regin, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such general partner, signed and delivered the foregoing instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1 day of May, 2000.



ROSE M. QUALE
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1-31-2005

Rose M. Quale

Notary Public

[SEAL]

My Commission expires 01-31-2005

Property of Cook County Clerk's Office

EXHIBIT A

LEGAL DESCRIPTION

LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, AND A PART OF LOT 35 IN J. P. WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5, LOTS 17 TO 22 INCLUSIVE, LOT 34 AND PART OF LOTS 16 AND 35 OF HERRICK STEVENS SUBDIVISION OF THE EAST HALF OF BLOCK 5, LOTS 1, 2, 4, 5, 6 IN THE RESUBDIVISION OF PART OF THE EAST HALF OF BLOCK 5 TOGETHER WITH VACATED STREET AND ALLEY LYING BETWEEN SAID LOTS ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN J. P. WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE NORTH LINE OF WEST 33RD STREET; THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY A DISTANCE OF 250 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, A DISTANCE OF 459.06 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET, THENCE SOUTH ALONG THE WEST LINE OF SOUTH WOLCOTT STREET 63.87 FEET TO AN ANGLE IN SAID STREET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID SOUTH WOLCOTT STREET, A DISTANCE OF 284.68 FEET TO THE NORTH LINE OF WEST 33RD STREET; THENCE WEST ALONG THE NORTH LINE OF WEST 33RD STREET, A DISTANCE OF 244.20 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2

LOTS 14 TO 25, BOTH INCLUSIVE IN WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION IN THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOTS 1 TO 13 INCLUSIVE TAKEN AS A TRACT EXCEPTING FROM SAID TRACT THE NORTH 33 FEET THEREOF IN J. P. WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4

A PARCEL OF LAND COMPRISING ALL OF LOTS 36 TO 42 INCLUSIVE TOGETHER WITH PARTS OF LOTS 35 AND 43 ALL IN J. P. WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5, ALSO ALL OF LOTS 9 TO 15 INCLUSIVE ALL OF LOTS 36 TO 42 INCLUSIVE TOGETHER WITH PART OF LOTS 8, 16, 35, AND 43 ALL IN HERRICK STEVENS SUBDIVISION OF THE EAST HALF OF SAID BLOCK 5, ALSO THAT PART OF THE VACATED STREET AND VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS THEREOF ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN SAID J. P. WILLARD'S SUBDIVISION WITH A LINE 250 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF ALLEY, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH A LINE 450 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF WEST 33RD STREET; THENCE EAST ALONG THE LAST ABOVE MENTIONED

PARALLEL LINE, A DISTANCE OF 459.66 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WOLCOTT STREET, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH THE LAST MENTIONED PARALLEL LINE IN THIS DESCRIPTION AND THENCE WEST ALONG THE PARALLEL LINE, A DISTANCE 459.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 5A

A PARCEL OF LAND COMPRISING LOTS 6, 7, 44 AND 45 AND PARTS OF LOTS 5, 8, 43 AND 46, AND PART OF VACATED ALLEY ADJOINING SAID LOTS, IN HERRICK STEVENS SUBDIVISION OF THE EAST HALF OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43,46,47, 48,49 AND 50 IN WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5, TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF VACATED 32ND STREET, ALL IN CANAL TRUSTEES' SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: A STRIP OF LAND 66 FEET IN WIDTH, THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID (EXCEPTING FROM THE AFORESAID STRIP OF LAND THE NORTH HALF OF THE EAST 250.00 FEET THEREOF).

PARCEL 5B

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING LAND:

THE NORTH HALF OF THE EAST 250.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN COOK COUNTY, ILLINOIS:

A PARCEL OF LAND COMPRISING LOTS 6, 7, 44,45 AND PARTS OF LOTS 5, 8, 43, AND 46 AND PART OF VACATED ALLEY ADJOINING SAID LOTS IN HERRICK STEVEN'S SUBDIVISION OF THE EAST HALF OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43 46,47, 48, 49 AND 50 IN WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF VACATED 32ND STREET, ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THJRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: A STRIP OF LAND 66 FEET IN WIDTH THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID.

Property Address: 1940 West 33rd Street, Chicago, Illinois

Permanent Index Numbers:

- 17-31-207-029
- 17-31-207-030
- 17-31-207-036
- 17-31-207-037
- 17-31-207-039
- 17-31-208-008
- 17-31-208-009
- 17-31-208-015
- 17-31-208-017
- 17-31-208-016(affects Parcel 5B, an easement only, not a fee parcel),

PERMITTED EXCEPTIONS

1. Real Estate Taxes not yet due and payable.
2. Rights of public and quasi-public utilities in said vacated street and alley for maintenance therein or poles and conduits by reason of a 6 inch water main running north and south located 26 feet east of the west line of vacated Winchester Avenue and by reason of poles, anchors and aerial cables of the Illinois Bell Telephone Company in the north and south vacated alley between vacated South Winchester Avenue and South Wolcott Avenue. (Affects Parcels 1, 4 and 5)
3. Covenants, conditions and restrictions contained in the warranty deed dated December 1, 1959 and recorded December 19, 1959 as document 17744954 from Darling and Company to Freight Distributors, Inc. that the land will not be used for a general rendering business or for the selling, handling or otherwise dealing in any product or property which is the result of said business or for the purpose of giving ingress and egress by rail or otherwise to any rendering plant or company or owner thereof.

Note: Said instrument contains no provision for a forfeiture of or reversion of Title in case of breach of condition.
4. (A) Rights of the Municipality, State of Illinois, the public and adjoining owners in and to vacated alley and of Winchester Street;

(B) Rights of the public or quasi-public utilities, if any, in said vacated alley and or Winchester Street for maintenance therein of poles, conduits, sewers, etc. (Affects Parcel 5)
5. Easement for ingress and egress over and upon part of parcel 5A as created by mutual Easement Agreement between the O.K. Trucking Company and Trustees under the agreement dated November 20, 1961 also known as the Chicago Kansas City Freight Lines, Inc. Employees Profit Sharing Trust dated January 25, 1972 and recorded March 14, 1972 as document 21835729.

(Affect the South ½ of the East 250 feet of a strip of land 66 feet in width lying in the following described tract of land: Lots 5 to 8, both inclusive lots 43 to 46, both inclusive and the 15 foot north and south alley vacated per document 11127078, west of and adjoining the west line of the aforesaid lots 43 to 46, all in Herrick Stevens subdivision of the east ½ or block 5 in courts subdivision of the east ½ of section 31, Township 39 North, Range 14 east of the third principal meridian, the south line of the aforesaid strip of land (land being a line drawn 450.00 feet north of a parallel with the south line of lots 25 and 26, being also the north lot of west 33rd street, the east limit of the aforesaid strip of land being the east line of the aforesaid lots 43 and 46, all in Cook County, Illinois.)
6. Encroachments as disclosed by survey made by Chicagoland Survey Company dated February 12, 1999 as file no. 52-44:
 - (A) Gate over 15 foot wide public alley for a distance of 15 feet between parcels 1 and 2.
 - (B) Fence over 15 foot wide public alley for a distance of about 100 feet between parcels 3 and 5A.
 - (C) Concrete walks over 15 foot wide public alley for a distance of 15 feet between parcels 3, 4 and 5A.
 - (D) Overhung concrete wall with light poles over the west line of parcels 2 and 3 by undisclosed amounts.
 - (E) Driveway located mainly on parcels 5A and 5B over and onto property north and adjoining by an undisclosed amount.
 - (F) Fence located mainly on the land over the southeast corner of parcel 1 by an undisclosed amount for a distance of 284 feet.
7. Rights of the public or quasi-public utilities, if any, in said vacated West 32nd Street for maintenance therein of poles, conduits, sewers, etc.
8. (A) Terms, provisions, and conditions relating to the easement described as Parcel 5B on Exhibit A contained in the instrument creating said easement.

(B) Rights of the adjoining owner or owners to the concurrent use of said easement.
9. The following environmental disclosure document (s) for transfer of real property appear of record which include a description of the land insured or a part thereof:

Document Number: 93214707

Date of Recording: March 23, 1993

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10. Temporary Construction Easement Agreement in favor of the City of Chicago recorded on March 20, 2000 as Document No.00193478.
11. Permanent Easement Agreement in favor of City of Chicago recorded on March 24, 2000 as Document No. 00210280.
12. Memorandum of Real Estate Purchase Contract dated November 15,1999 recorded as Document No.09173348.
13. Letter dated July 30, 1999 from Illinois Environmental Protection Agency to Wintz Properties recorded on August 3, 1999 as Document No. 99734200.

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EXHIBIT C

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To have and to hold the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, 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 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 reversion, by leases to commence in praesenti or in 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 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 property, 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 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 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 of 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 equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.