



0313714053

Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 05/19/2003 08:08 AM Pg: 1 of 4

TRUSTEE'S
DEED IN TRUST

10/22

USA #8/22/21 Da

This indenture made this 2ND day of MAY, 2003 between CHICAGO TITLE LAND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 10TH day of DECEMBER, 2001, and known as Trust Number 1110437, party of the first part, and LA SALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE U/T/A DATED APRIL 1, 2003, AND KNOWN AS TRUST NO. 131114

whose address is:
C/O COMAR INDUSTRIES, INC.
17 W 729A ROOSEVELT ROAD
OAKBROOK TERRACE, IL 60131

party of the second part.

WITNESSETH, That said party of the first part in consideration of the sum of TEN and no/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE considerations in hand paid, does hereby CONVEY AND QUITCLAIM unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to wit:

H/AE

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Permanent Tax Number: 19-23-202-008-0000

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 proper use, benefit and behoof of said party of the second part.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

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 each 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 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

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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 to execute 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, duties and obligations of its, his, her 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.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be affixed, and has caused its name to be signed to those presents by its Assistant Vice President, the day and year first above written.



CHICAGO TITLE LAND TRUST COMPANY,
as Trustee as Aforesaid

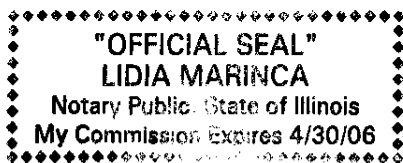
By: *Sheila O'Brien*
Assistant Vice President

State of Illinois
County of Cook

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 2ND day of MAY, 2003.



Lidia Marinca
NOTARY PUBLIC

PROPERTY ADDRESS:
3335 WEST 63RD STREET
CHICAGO, IL

This instrument was prepared by:
CHICAGO TITLE LAND TRUST COMPANY
171 N. Clark Street
ML04LT
Chicago, IL 60601-3294

AFTER RECORDING, PLEASE MAIL TO:

NAME *R. Michaels*
ADDRESS *309 Washington*
CITY, STATE *Chicago IL 60606*

SEND TAX BILLS TO: *COMAR INDUSTRIES*
17W 72nd Roosevelt
Oak Brook, Tenn IL 60181

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3335 WEST 63rd STREET, CHICAGO, ILLINOIS

Legal Description of Property:

LOT 15 IN BLOCK 2 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

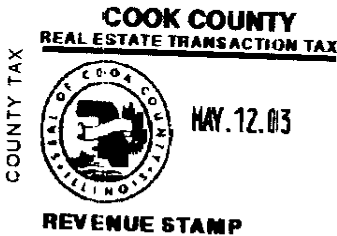
P.I.N.: 19-23-202-005-0000

SUBJECT TO: covenants, conditions and restrictions of record; public and utility easements; existing leases and tenancies; general real estate taxes for the year 2003 and subsequent years.

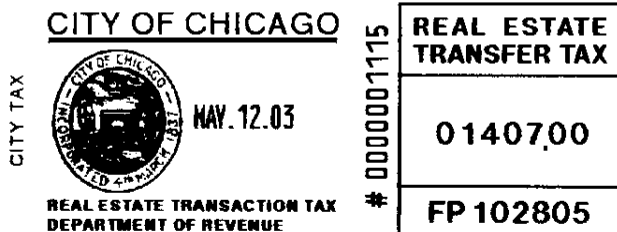
Title Commitment #: 008129121



0000049002
REAL ESTATE TRANSFER TAX
0018750
FP 102808



0000049156
REAL ESTATE TRANSFER TAX
0009375
FP 102802



UNOFFICIAL COPY**3335 WEST 63rd STREET, CHICAGO, ILLINOIS****Legal Description of Property:**

LOT 15 IN BLOCK 2 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Title Commitment #: 008129121

P.I.N.: 19-23-202-008-0000

SUBJECT TO: covenants, conditions and restrictions of record; public and utility easements; existing leases and tenancies; general real estate taxes for the year 2003 and subsequent years; subject to the restriction that no part of the above described-property shall be used as a parking lot or supermarket (which shall be defined as any store or department containing more than 100 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption); for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist. This restriction shall be a burden upon the property, shall run with the land, and shall be for the benefit of beneficiary of Chicago Title Land Trust Company Trust No. 1110437 dated December 10, 2001 ("Beneficiary"), and Beneficiary's successors, assigns and affiliates, and for the benefit of and appurtenant to each and every part of the properties within a five (5) mile radius of the above-described property now owned or leased or hereinafter owned or leased by Beneficiary, his successors, assigns and affiliates. For purpose of the preceding sentence, "affiliates" shall mean a branch, division, parent or subsidiary of Beneficiary, his successors or assigns, or any company in which Seller, its successors or assigns own (directly or indirectly) five percent (5%) or more of the voting stock or interest or which is a company that owns (directly or indirectly) five percent (5%) or more of the voting stock or interest of Beneficiary, his Successors and assigns. Further, the footprint of the buildings currently existing on the premises shall not be lessened. The term of this restriction shall be for a period of ten (10) years from the date hereof. If in any judicial proceeding a court shall hold that the duration or scope of this restriction stated in this paragraph is unreasonable under circumstances then existing, the parties, and their respective successors, assigns and affiliates, agree that the maximum allowable duration or scope reasonable under the circumstances shall be substituted for the direction or scope stated in the restriction.

Grantee is purchasing the above-described premises "AS IS, WHERE IS" subject to all defects, latent or patent.

Grantee, by execution of this Trust Deed into Trust, acknowledges its acceptance of the conveyance herein in accordance with the terms hereof and agrees to be bound by the restrictions set out herein.

GRANTEE:

LaSalle Bank National Association
u/t/a dated April 1, 2003 and known as
Trust No. 131114

By: _____
Constantinos Danos, one of the beneficiaries