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Doc#: 0326534161
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 09/22/2003 02:53 PM Pg: 1 of 7

DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, **Chicago Sun-Times, Inc.**, a Delaware corporation, having its principal office in the City of Chicago of the County of Cook and State of Illinois for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and **WARRANT** unto **LASALLE BANK NATIONAL ASSOCIATION**, a National Banking Association whose address is 135

S. LaSalle St., Chicago, Illinois 60603, as Trustee under the provisions of a certain Trust Agreement dated 12/15th day of May, 2003 and known as Trust Number 131086, the following described real estate situated in Cook County, Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known as 401 North Wabash Avenue, Chicago, Illinois 60611

Property Index Numbers 17 10 135 025 0000; 17 10 136 008 0000

together with the tenements and appurtenances thereto 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 2 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 homestead, from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this 15th day of May, 2003.

Chicago Sun-Times, Inc., a Delaware corporation

By:

[Signature]
Its Vice-President

STATE OF ILLINOIS)

COUNTY OF COOK)

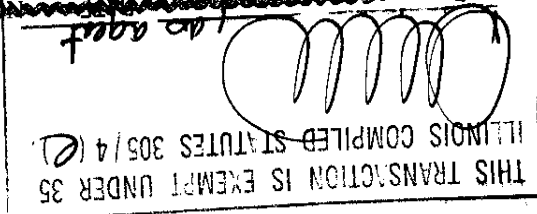
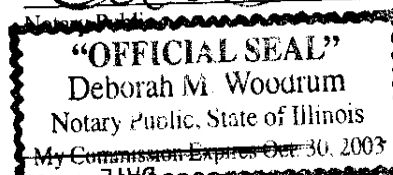
I, Deborah M. Woodrum Notary Public in and for the County and State aforesaid, do hereby certify that Mark S. Kipnis, personally known to me to be the Vice-President of Chicago Sun-Times, Inc. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice-President, he signed and delivered the said instrument pursuant to the authority given by the Board of Directors, as his free and voluntary act, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official notarial seal this 15th day of May, 2003.

Prepared by: Robert H. Gerstein
Holland & Knight LLC
131 South Dearborn, 30th Floor
Chicago, Illinois 60603

Mail to: **LASALLE BANK NATIONAL ASSOCIATION**
135 S. LASALLE ST., SUITE 2500
CHICAGO, ILLINOIS 60603 or

COOK COUNTY RECORDER'S OFFICE: BOX 350



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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 resubdivide 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 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 LaSalle Bank National Association, 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 LaSalle Bank National Association 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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LEGAL DESCRIPTION

A TRACT OF LAND IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST NORTH WATER STREET WITH THE WEST LINE OF NORTH RUSH STREET AS ESTABLISHED BY ORDINANCE PASSED MAY 27, 1955; THENCE SOUTH 78 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF EAST NORTH WATER STREET AND ALONG THE NORTHERLY LINE OF SAID PARCEL 17 A DISTANCE OF 272.18 FEET; THENCE SOUTH 32 DEGREES 10 MINUTES 50 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF PARCEL 17, A DISTANCE OF 22.62 FEET TO A POINT; THENCE SOUTH 60 DEGREES 01 MINUTE 51 SECONDS WEST, A DISTANCE OF 3.97 FEET TO A POINT; THENCE CONTINUING SOUTH 60 DEGREES 01 MINUTE 51 SECONDS WEST, A DISTANCE OF 43.72 FEET; THENCE SOUTH 55 DEGREES 51 MINUTES 35 SECONDS WEST, A DISTANCE OF 43.85 FEET; THENCE SOUTH 52 DEGREES 21 MINUTES 58 SECONDS WEST, A DISTANCE OF 32.82 FEET; THENCE SOUTH 49 DEGREES 32 MINUTES 01 SECOND WEST, A DISTANCE OF 32.53 FEET; THENCE SOUTH 47 DEGREES 37 MINUTES 29 SECONDS WEST, A DISTANCE OF 51.47 FEET; THENCE SOUTH 47 DEGREES 01 MINUTES 53 SECONDS WEST, A DISTANCE OF 2.03 FEET; THENCE SOUTH 47 DEGREES 48 MINUTES 32 SECONDS WEST, A DISTANCE OF 42.61 FEET; THENCE SOUTH 49 DEGREES 17 MINUTES 23 SECONDS WEST, A DISTANCE OF 44.057 FEET; THENCE SOUTH 53 DEGREES 26 MINUTES 39 SECONDS WEST, A DISTANCE OF 24.308 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 116.60 FEET; THENCE SOUTH 22 DEGREES 24 MINUTES 30 SECONDS EAST, A DISTANCE OF 34.47 FEET; THENCE NORTH 67 DEGREES 35 MINUTES 30 SECONDS EAST, A DISTANCE OF 105.06 FEET; THENCE SOUTH 39 DEGREES 30 MINUTES 25 SECONDS EAST, A DISTANCE OF 46.62 FEET TO A POINT ON THE NORTHERLY DOCK LINE OF THE CHICAGO RIVER; THENCE NORTH 48 DEGREES 44 MINUTES 55 SECONDS EAST, A DISTANCE OF 401.26 FEET ALONG SAID NORTHERLY DOCK LINE OF THE CHICAGO RIVER TO AN ANGLE POINT IN SAID NORTHERLY DOCK LINE OF THE CHICAGO RIVER; THENCE NORTH 62 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 100.55 FEET ALONG SAID NORTHERLY DOCK LINE OF THE CHICAGO RIVER TO A POINT ON THE WEST LINE OF NORTH RUSH STREET; THENCE NORTH 00 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 104.51 FEET ALONG THE WEST LINE OF NORTH RUSH STREET TO THE POINT OF BEGINNING. ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

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Permitted Exceptions

1. TAXES NOT YET DUE AND PAYABLE.

2. RIGHTS OF THE PUBLIC AND THE MUNICIPALITY TO THE CONTINUED SUPPORT FOR THE SIDEWALK WHICH HANGS OVER NORTH WATER STREET TOGETHER WITH RIGHTS OF SAID PARTIES BY REASON OF ANY PART OF SAID SIDEWALK BEING LOCATED ON OR OVERHANGING ANY PART OF LAND.

3. RIGHTS OF PUBLIC UTILITIES OR QUASI-PUBLIC UTILITIES TO MAINTAIN EXISTING CATCH BASINS, INLETS, MANHOLES, DRAINS, WATER VALVES AND METAL LIGHT POLES ON THE LAND, ALL AS DISCLOSED BY SURVEY MADE BY CHICAGO GUARANTEE SURVEY COMPANY, 2 PAGES, DATED NOVEMBER 19, 2001, NO. 6109002.

4. RIGHTS OF THE ADJOINING PROPERTY OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF THE CHICAGO RIVER.

(AFFECTS PARCEL 1)

5. RIGHT OF WAY FOR EXISTING SEWER AND FOR INSTALLATION OF ANY ADDITIONAL SEWERS OR OTHER MUNICIPAL SEWER FACILITIES NOW LOCATED OR WHICH IN THE FUTURE MAY BE LOCATED AND FOR MAINTENANCE, RENEWAL AND RECONSTRUCTION OF SUCH FACILITIES AS SET FORTH IN THE ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CHICAGO PASSED ON MAY 27, 1955 A CERTIFIED COPY OF WHICH ORDINANCE WAS RECORDED ON AUGUST 2, 1955 AS DOCUMENT 16319219 ACROSS THE NORTHERLY 13.00 FEET OF THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF VACATED NORTH RUSH STREET, DESCRIBED AS: THAT PART OF WATER LOT 16 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 12 IN BLOCK 5 IN SAID KINZIE'S ADDITION PRODUCED SOUTH TO THE SOUTHERLY LINE OF SAID WATER LOT 16, SAID PREMISES BEING A PART OF THE LAND HERETOFORE DEEDED TO THE CITY OF CHICAGO BY DEED DATED MAY 9, 1856 AND RECORDED JULY 3, 1856 AS DOCUMENT 73068.

(AFFECTS PARCEL 1)

6. RESTRICTION PROHIBITING THE ERECTION OF BUILDINGS OR OTHER STRUCTURES OR OTHER USE MADE THERETO, WHICH IN THE JUDGMENT OF RESPECTIVE MUNICIPAL OFFICIALS HAVING CONTROL OF THE SERVICES MENTIONED IN EXCEPTION REFERENCE LETTER "5" WOULD INTERFERE WITH THE USE, MAINTENANCE, RENEWAL, RECONSTRUCTION, OR CONSTRUCTION OF SAID SERVICE FACILITIES, AS CONTAINED IN THE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON MAY 27, 1955, A CERTIFIED COPY OF WHICH ORDINANCE WAS RECORDED AUGUST 2, 1955 AS DOCUMENT 16319219, ACROSS THE NORTHERLY 13.00 FEET OF THAT PART OF VACATED NORTH RUSH STREET, DESCRIBED AS:

THAT PART OF VACATED NORTH RUSH STREET, DESCRIBED AS: THAT PART OF WATER LOT 16 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

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LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 12 IN BLOCK 5 IN SAID KINZIE'S ADDITION PRODUCED SOUTH TO THE SOUTHERLY LINE OF SAID WATER LOT 16, SAID PREMISES BEING A PART OF THE PREMISES HERETOFORE DEEDED TO THE CITY OF CHICAGO BY DEED DATED MAY 9, 1856 AND RECORDED JULY 3, 1856 AS DOCUMENT 73068.

(AFFECTS PARCEL 1)

7. EASEMENT IN FAVOR OF THE CITY OF CHICAGO FOR AN ELEVATED STREET OR VIADUCT WITH PROPER SUPPORTS THEREFOR AS CREATED BY THE GRANT FROM CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO THE CITY DATED AUGUST 5, 1930 AND RECORDED OCTOBER 20, 1930 AS DOCUMENT 10772442.

(AFFECTS "PARCEL 9", "PARCEL 10" AND "PARCEL 11" DESCRIBED IN AN ORDINANCE PROVIDING FOR THE CONSTRUCTION OF A BRIDGE ACROSS THE MAIN BRANCH OF THE CHICAGO RIVER ON NORTH WABASH AVENUE" PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO JULY 29, 1930 AND RECORDED AS DOCUMENT 10774446)

8. RIGHTS OF THE CITY OF CHICAGO FOR THE MAINTENANCE OF ANY VIADUCT OR ELEVATED STREET NOW EXISTING AND TO MAINTAIN NECESSARY COLUMN AND PIERS TO SUPPORT THE SAME; TOGETHER WITH THE RIGHTS OF THE PUBLIC TO MAKE USE OF SAID VIADUCT AS PROVIDED FOR IN ORDINANCE "PROVIDING FOR THE CONSTRUCTION OF A BRIDGE ACROSS THE MAIN BRANCH OF THE CHICAGO RIVER ON NORTH WABASH AVENUE" PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO JULY 29, 1930 AND RECORDED AS DOCUMENT 10774446.

9. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO THE COMMONWEALTH EDISON COMPANY RECORDED APRIL 12, 1961 AS DOCUMENT 18133962.

10. ENCROACHMENTS AS DISCLOSED BY SURVEY MADE BY CHICAGO GUARANTEE SURVEY COMPANY, 2 PAGES, DATED NOVEMBER 19, 2001, NO. 0109002, AS FOLLOWS:

(A) THE METAL LOADING DOCKS LOCATED ON THE LOWER LEVEL OVER AND ONTO THE LAND NORTHWESTERLY AND ADJOINING;

(B) THE COLUMNS LOCATED ON THE LAND NORTHWESTERLY AND ADJOINING OVER AND ONTO THE LAND INSURED HEREIN BY AS MUCH AS 1.96 FEET, FOUND AT THE LOWER LEVEL;

(C) THE WALL, LOCATED ALONG THE WEST AND NORTHWEST PROPERTY LINE OVER AND ONTO THE LAND ADJOINING BY 0.35 FEET WEST AND 0.06 FEET NORTHWEST.

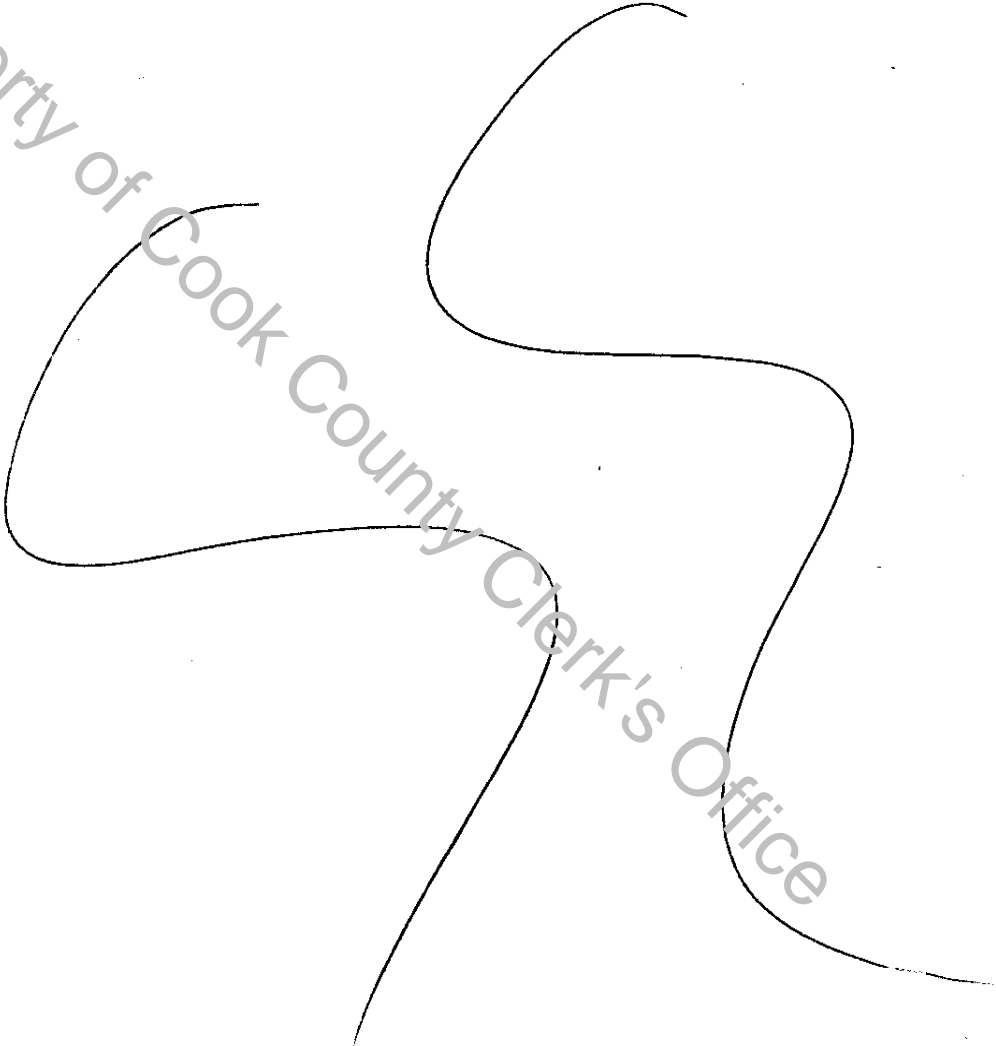
11. RIGHTS OF TENANTS AND LICENSEES DESCRIBED IN EXHIBIT P TO THE OPERATING AGREEMENT.

12. ACTS OF THE COMPANY OR TRUMP.

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13. AGREEMENT MADE BY AND BETWEEN CTS MEMBER LLC, CHICAGO SUN-TIMES AND TRUMP CHICAGO MANAGING MEMBER LLC RECORDED JUNE 5, 2002 AS DOCUMENT NUMBER 0020627917.

Property of Cook County Clerk's Office



STATEMENT BY GRANTOR AND GRANTEE UNOFFICIAL COPY

The grantor or his agent affirms that, to the best of his 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 title to real estate under the laws of the State of Illinois.

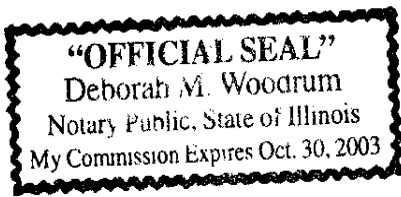
Dated: June 1, 2003

Chicago Sun-Times, Inc., a Delaware corporation

By: Robert W. Genter, attorney
Its: _____

Subscribed and sworn to before me by the said Agent this June 1, 2003

Notary Public [Signature]



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.

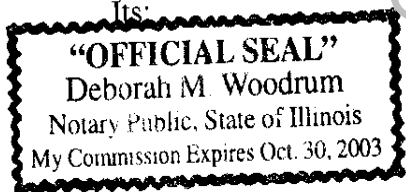
Dated: July 9, 2003

LaSalle Bank National Association
Land Trust No. 131086, as Trustee

By: Robert W. Genter, attorney
Its: _____

Subscribed and sworn to before me by the said Agent this July 9, 2003

Notary Public [Signature]



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.

(Attach to deed or ABI to be recorded in Cook County, Illinois, is exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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