

UNOFFICIAL COPY

SPECIAL WARRANTY DEED IN TRUST

(Illinois)

08058200

5457/0191 30 001 Page 1 of 9
1998-11-23 10:15:19
Cook County Recorder 37.00



THIS INDENTURE, made this 14 day of OCT, 1998 between WEYERHAEUSER COMPANY, a corporation existing under and by virtue of the laws of the State of Washington and duly authorized to transact business in the State of Illinois ("Grantor"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association whose address is 33 N. LaSalle St., Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement dated the day of August, 1995 and known as Trust Number 120658-01 ("Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, FOREVER, all the following described real estate (the "Real Estate"), situated in the County of Cook and State of Illinois known and described as follows, to wit:

See attached Exhibit A.

Above Space for Recorder's Use Only

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Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity of, in and to the above-described premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises, above described, with the appurtenances, unto Grantee, forever.

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

See attached Exhibit B.

Grantor makes no representations or warranties of any kind whatsoever, express or implied, in connection with this conveyance, the acquisition of the Real Estate by Grantee, the physical condition of the Real Estate or whether the Real Estate complies with applicable laws or is appropriate for Grantee's intended use; Grantee has (or has chosen not to have) fully investigated the Real Estate and all matters pertaining thereto; (c) Grantee is not relying on any statement or representation of grantor, its agents or its representatives or on any information supplied by grantor or its agents or its representatives; (d) Grantee, in accepting this conveyance of the Real Estate, is relying entirely on its own investigation of the Real Estate based on its extensive experience in and knowledge of real property in the areas where the Real Estate is located; (e) Grantee is aware (or has chosen not to be aware) of all zoning regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Real Estate; (f) Grantee's decision to accept this conveyance of the Real Estate is made solely and exclusively in reliance on Grantee's own review, inspection and investigation of the Real Estate and of materials, documents, information and studies relating to the Real Estate (including, without limitation, the reports listed on Exhibit C attached hereto); and (g) Grantee is acquiring the Real Estate in its "as-is" condition as of the date of this deed.

Grantee, its beneficiaries, successors and assigns, and, to the extent within their authority, their shareholders, employees, officer, trustees, administrators, beneficiaries, affiliates, and all other entities owned or controlled by their shareholders, hereby fully and completely release, discharge, covenant not to sue, and acquit Grantor, and each of its predecessors, successors, assigns, subsidiaries, parent corporations, officers, directors, employees, agents, partners, consultants, trustees, shareholders, divisions, corporate affiliates, administrators, beneficiaries, and attorneys from any and all past, present, and future claims, demands, rights, obligations, liabilities,

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damages, losses, costs, expenses, attorneys' fees, and causes of action, whether in law or in equity, known or unknown, asserted or not asserted, accrued or unaccrued, including but not limited to those claims which have been made or could have been made by Grantee as of the date hereof arising from (a) any act or omission occurring on or before the date of this deed by Grantor or Grantor's predecessors and alleged predecessors, in connection with the Real Estate, or (b) any release of Hazardous Substances (as defined below) which are or have been present in, on, at, or under the Real Estate. The release set forth in this paragraph shall not apply to any and all claims for contribution (whether equitable, legal, or statutory) related to or arising out of claims asserted by non-parties to this deed after the date hereof provided that such claims for contribution (i) related to or arising out of claims or actions initiated by Grantee or its beneficiaries and (ii) related to investigation and/or remediation of environmental conditions at the Real Estate, are released, and provided further that any and all claims for contribution (whether equitable, legal, or statutory) resulting from the failure of Grantor's beneficiaries to meet their obligations pursuant to paragraphs 4-5 of that certain Weyerhaeuser Settlement Agreement and Release of even date herewith between Grantor and Grantee's beneficiaries. For purpose of this deed, "Hazardous Substances" shall mean petroleum (including crude oil or any fraction thereof) and those substances defined as hazardous in the federal Comprehensive Environmental Response, Compensation and Liability Act.

Grantee specifically waives and disclaims any and all prescriptive rights, including but not limited to rights of access, ingress, or egress, that may be created by this deed or the conveyance evidenced hereby.

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 presenti or in futuro, and upon any terms any or any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms any 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 option to purchase the whole or any part of the reversion real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to lease, 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 to her instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendment 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 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 American National Bank and Trust Company of Chicago, 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 trust 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 the entire legal and equitable title in free 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 similar import, in accordance with the statute in such case made and provided.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by the VICE President of Weyerhaeuser Company on the day and year first above written.

WEYERHAEUSER COMPANY

Pamela M. Redmon
Assistant Secretary

By: [Signature]
Name: W.R. CORBIN
Title: EV

This instrument was prepared by and after recording MAIL TO:

Send Subsequent Tax Bills to:

Michael J. Quinn
D'Ancona & Pflaum
30 N. LaSalle Street, Suite 2900
Chicago, IL 60602

c/o Zaragoza
875 N. Michigan Ave
Suite 3840
Chicago IL 60611



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STATE OF WASH)
COUNTY OF KING)

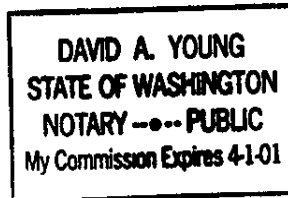
I, a Notary Public of the County and State aforesaid, certify that W.R. CORBIN personally came before me this day and acknowledged that he is the VICE President of Weyerhaeuser Company, a Washington corporation, and that by authority duly given, he signed the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation

WITNESS my hand and official stamp or seal, this 14 day of OCT, 1998.

David A Young
Notary Public

My commission expires:

April 1, 2001



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EXHIBIT A

LEGAL DESCRIPTION

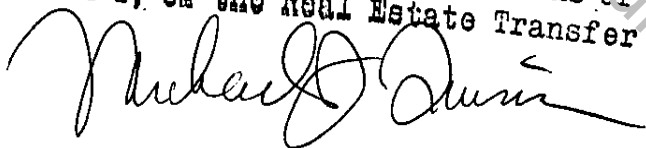
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Permanent Real Estate Tax I.D. Number(s): 17-30-208-009-0000 (Partial)

Address(es) of real estate: 2431 South Wolcott Avenue
Chicago, Illinois 60608

THE WEST 65 FEET OF THE SOUTH 15 FEET OF LOT 2 AND THE WEST 15 FEET OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15 IN BLOCK 13, ALL SAID LOTS AND BLOCKS BEING IN S. J. WALKER'S DOCK ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER IN COOK COUNTY, ILLINOIS

I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph 2, Section 4, of the Real Estate Transfer Tax Act.



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EXHIBIT B

PERMITTED EXCEPTIONS

1. General real estate taxes for 1998 and subsequent years.
Permanent Tax No. 17-30-209-015
2. RIGHTS OF THE UNITED STATES, THE STATE OF ILLINOIS, THE PUBLIC, THE CITY OF CHICAGO AND ADJOINING PROPERTY OWNERS TO THE FREE AND UNINTERRUPTED FLOW OF THE WATERS OF THE SOUTH BRANCH OF THE CHICAGO RIVER AND IN AND TO SO MUCH OF LOT 19 IN BLOCK 12 AND LOT 18 IN BLOCK 13 AFORESAID AS MAY BE COVERED BY THE WATERS OF SAID RIVER.
3. RIGHTS OF THE UNITED STATES OF AMERICA AND THE STATE OF ILLINOIS IN AND TO THE SUPERVISION, REGULATION AND CONTROL OF DOCKING PRIVILEGE AND THE USE OF THAT PART OF THE LAND BORDERING ON THE CHICAGO RIVER AND CANALS OR SLIPS FOR DOCKING PURPOSE.
4. TERMS AND CONDITIONS CONTAINED IN AGREEMENT CREATING EASEMENT IN FAVOR OF EDWARD HINES LUMBER CO., ITS SUCCESSORS AND ASSIGNS, TO REPAIR, MAINTAIN, ALTER, OPERATE OR REPLACE THE PRESENTLY EXISTING STORM SEWER PIPELINE, BENEATH THE SURFACE OF THE EASEMENT AREA, DESCRIBED AS FOLLOWS, TOGETHER WITH A LIMITED RIGHT OF ACCESS THERETO:

AN EASEMENT 22 FEET IN WIDTH LYING 11 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEING THAT PART OF LOTS 16, 17, AND 18 IN BLOCK 13 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANG 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER DESCRIBED AS FOLLOWS:

NOTE: THE WEST LINE OF AFORESAID LOTS 16, 17, AND 18 IS CONSIDERED AS BEARING DUE NORTH FOR THE FOLLOWING COURSES: COMMENCING AT THE NORTH WEST CORNER OF AFORESAID LOT 16, THENCE NORTH 89 DEGREES 54 MINUTES EAST IN ITS NORTH LINE, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING OF THE AFORESAID CENTER LINE; THENCE SOUTH IN AFORESAID CENTER LINE A DISTANCE OF 347.0 FEET TO MANHOLE; THENCE SOUTH 25 DEGREES 49 MINUTES WEST IN AFORESAID CENTER LINE A DISTANCE OF 71.50 FEET TO THE END OF THE SEWER BEING IN THE WESTERLY FACE OF STEEL SHEETING, IN COOK COUNTY, ILLINOIS, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, UNDER TRUST NO. 44760, AND EDWARD HINES LUMBER CO., A CORPORATION OF DELAWARE, RECORDED OCTOBER 19, 1979 AS DOCUMENT 25201753, AND THE COVENANTS, CONDITIONS AND AGREEMENT THEREIN CONTAINED.

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5. GRANT MADE BY EDWARD HINES LUMBER CO., A CORPORATION OF DELAWARE, TO THE PEOPLES GAS LIGHT AND COKE COMPANY. A CORPORATION OF ILLINOIS, OF A PERPETUAL EASEMENT TO LAY, CONSTRUCT, RECONSTRUCT, RENEW, REPLACE, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A GAS MAIN OR SERVICE PIPES AND OTHER EQUIPMENT NECESSARY OR CONVENIENT FOR SUCH OPERATIONS IN, OVER, THROUGH, UNDER, ALONG AND ACROSS THE EAST 1/2 OF SOUTH WOLCOTT AVENUE LYING WEST OF AND ADJACENT TO THE WEST LINE OF LOTS 32 TO 36 IN PARCEL 1, AS SHOWN ON DRAWING ATTACHED TO SAID GRANT, RECORDED FEBRUARY 27, 1987 AS DOCUMENT 87113657.
6. UNRECORDED EASEMENT AS NOTED BY THE SEWER LINE ACROSS LOT 28 INTO WOLCOTT AVENUE AND ACROSS LOT 35 INTO WOLCOTT AVENUE DEPICTED ON SURVEY NUMBER 8609-008 DATED NOVEMBER 1986 OF EMMET KENNEDY & CO. AND RIGHTS OF ALL PARTIES CLAIMING THEREUNDER.
7. UNRECORDED EASEMENT AS NOTED BY THE OVERHEAD ELECTRICAL WIRE ACROSS LOT 36 INTO WOLCOTT AVENUE DEPICTED ON SURVEY NUMBER 8609-008 DATED NOVEMBER 1986 OF EMMET KENNEDY & CO. AND RIGHTS OF ALL PARTIES CLAIMING THEREUNDER.
8. UNRECORDED EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY OR OVERHEAD AND UNDERLYING FACILITIES, LETTER FROM THE COMMONWEALTH EDISON COMPANY TO JOHN L. PUFUNT DATED MAY 8, 1987 AS DISCLOSED BY UTILITY PLAT 482 COVER AND ACROSS LOTS 1 THROUGH 12 AND RIGHTS OF ALL PARTIES CLAIMING THEREUNDER.
9. UNRECORDED EASEMENT IN FAVOR OF THE DEPARTMENT OF WATER, AS DISCLOSED BY ATLAS PAGE NUMBER 340 IN LETTER FROM THE DEPARTMENT OF WATER TO JOHN L. PUFUNT DATED APRIL 23, 1987 OVER AND ACROSS LOTS 21 THROUGH 36 AND RIGHTS OF ALL PARTIES CLAIMING THEREUNDER.

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EXHIBIT C

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DISCLOSURE REPORTS

1. STS Consultants, Ltd., *Environmental Engineering Services, Phase I Environmental Assessment and Preliminary Geotechnical Analysis, 2400 to 2650 S. Damen Avenue, Chicago, Illinois (1993)*
2. STS Consultants, Ltd., *Additional Field Work and Sampling, Former Chicago Customer Service Center, 2431 South Wolcott Avenue, Chicago, Illinois (1996)*
3. STS Consultants, Ltd., *Documentation of Removal of Soils at Boring Location B-316 (1997)*
4. STS Consultants, Ltd., *Cleanup Objectives Strip of Land Adjacent to Canal D (1997)*

Property of Cook County Clerk's Office

STATEMENT BY GRANTOR AND GRANTEE

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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 and hold title to real estate under the laws of the State of Illinois.

Dated 19 November, 19 98

Signature: Michael J. Quinn
Grantor or Agent

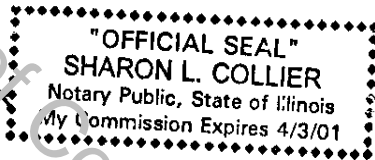
Subscribed and sworn to before me by the

said MICHAEL J. QUINN

this 19 day of November

19 98.

Sharon L. Collier
Notary Public



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 19 November, 19 98

Signature: Michael J. Quinn
Grantee or Agent

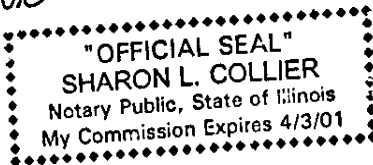
Subscribed and sworn to before me by the

said MICHAEL J. QUINN

this 19 day of Nov.

19 98.

Sharon L. Collier
Notary Public



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, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]