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1998-12-14 15:16:53
Cook County Recorder 25.50



08134353

THE ABOVE SPACE FOR RECORDER'S USE ONLY

*grants, bargains and sells

98-1585 GNT

This Indenture Witnesseth, That the Grantor Chess Lofts, L.L.C. (formerly known as Diversey Paulina, L.L.C.)

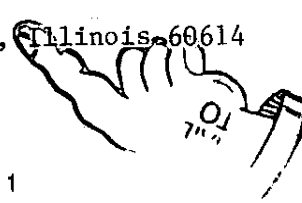
of the County of Cook and the State of Illinois for and in consideration of **Ten Dollars and no/100 (\$10.00)**

and other good and valuable consideration in hand paid, and Warrant unto **LaSalle National Bank**, a national banking association, of 135 South LaSalle Street, Chicago, Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 25th day of NOVEMBER 1998 known as Trust Number 122107, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 23, 24 AND 25 IN HARLAND'S SUBDIVISION OF THE SOUTH 173 FEET OF THAT PART LYING EAST OF THE CHICAGO AND NORTH WESTERN RAILWAY, OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

subject to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) general taxes for the year 1998 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1999; (e) Declaration of Restrictive Covenant recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 98659035; and (f) Agreement Regarding Declaration of Restrictive Covenant recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 98949498.

Prepared By: Bruce P. Mason, Esq., Mason & Wenk, Ltd., 10 S. LaSalle Street, Suite 2650 Chicago, IL 60603
Property Address: 1700-1706 W. Diversey, Chicago, Illinois, 60614
Permanent Real Estate Index No. 14-30-223-038



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 all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, to 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 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 99 years, and to renew or extend leases upon any terms and for any period or periods of time, 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 provisions thereof at any time or times hereafter, to contract to fix the amount or future rentals, to partition or to exchange said property, or to 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.

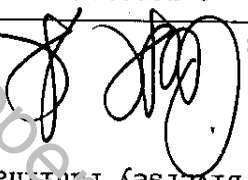
In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced 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 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 hereunder, (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 equitable, in or to said real real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 cases made and provided.

And the said grantor, Chess Lots, L.L.C., 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set its hand and seal this 4th day of December, 1998.

CHESS LOTS, L.L.C. (formerly known as Diverssey Partners, L.L.C.)
By:  a manager

(SEAL) _____ (SEAL) _____

State of Illinois

County of Cook

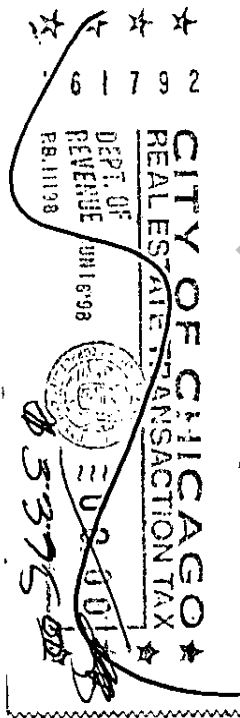
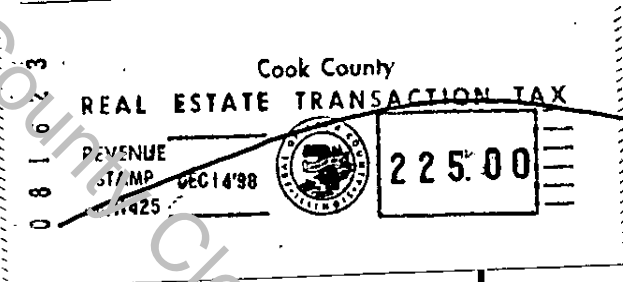
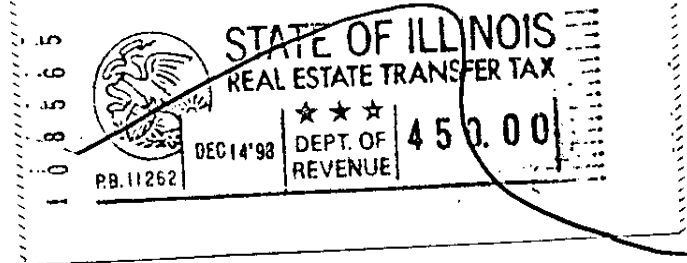
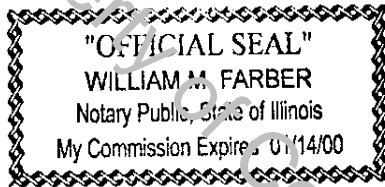
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Notary Public in and for said County, in the State aforesaid, do hereby certify that Arthur Slaven
a Manager of Chess Lofts, L.L.C. (formerly known as
Diversey Paulina, L.L.C.)

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
he signed, sealed and delivered the said instrument as his 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 seal this 4th day of December A.D. 19 98

Notary Public.



Box 350

Special **Deed In Trust**
Warranty Deed

Address of Property

1700-1706 West Diversey

Chicago, IL 60614

To
LaSalle National Bank
Trustee

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60674-9135