

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

*Edwin R. Olson*

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RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

NOV--8-73

The above space for recorder's use only

22539129 - A - Rec

7.00

THIS INSTRUMENT WITNESSETH, That the Grantor **AMY A. BOVE**, a widow and not since remarried

of the County of **Cook** and State of **Illinois** for and in consideration of **TEN AND 00/100 (\$10.00)** Dollars, and other good and valuable considerations in hand paid, Convey **S** and warrant **S** unto **MAYWOOD-PROVISO STATE BANK**, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the **3rd** day of **November** 1973, known as Trust Number **3303** the following described real estate in the County of **Cook** and State of Illinois, to-wit:

7.00

**PARCEL 1:**

Unit No. 922 as delineated on Survey of certain lots in the Plat of Lake Front Plaza, a subdivision of a parcel of land lying in accretions to fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 30, 1962, as Document No. 18,461,961, conveyed by Deed from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago, as Trustee, under Trust No. 17460, recorded May 7, 1962, as Document No. 18,467,558, and also Supplemental Deed thereto recorded December 23, 1964, as Document No. 19,341,545 which survey is attached as Exhibit "A" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, as Trustee, under Trust Agreement dated April 9, 1962, and known as Trust No. 17460, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 22,453,315 together with an undivided .060303 interest in the property described in said Declaration of Condominium aforesaid (excepting the units as defined and set forth in the Declaration of Condominium and Survey).

**PARCEL 2:**

Easements for the benefit of Parcel 1 aforesaid as created by Grant from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago as Trustee under Trust No. 17460 dated May 1, 1962 and recorded May 7, 1962 as document 18,467,559 and by grant recorded December 23, 1964 as document 19,341,547 more particularly described as follows:

A. A perpetual easement for access roadway on and across a strip of land being a part of Parcels "C" and "C-1" as shown on and described in Plat of "Lake Front Plaza" aforesaid, 25 feet of even width being 12.5 feet on each side of a center line described as follows:

Beginning at a point on the North line of East Randolph Street extended 152.5 feet East of the East line of Lake Shore Drive (Field Boulevard) Viaduct as measured along said North line; thence South perpendicular to said North line of East Randolph Street extended, a distance of 140 feet to the Southern property line of the Illinois Central Railroad Company;

B. A perpetual easement for sanitary and storm sewers, water mains, electric power lines and telephone lines on and across the premises described as follows:

- (1) A tract of land being a part of Parcels "C" and "D" as shown on and described in Plat of "Lake Front Plaza" aforesaid described as follows: Beginning at a point 25 feet South of the North line of East Randolph Street extended and 6 feet West of the East line of Parcel "C"; thence North parallel with and 6 feet West of said East line a distance of 232 feet; thence West at a right angle 62 feet; thence South at a right angle 132 feet; thence West at a right angle 6 feet to the East line of Parcel "B"; thence South along said East line of Parcel "B" a distance of 75 feet to the North line of East Randolph Street extended; thence West along said North line of East Randolph Street extended a distance of 207 feet; thence South at a right angle 25 feet; thence East along a line parallel with and 25 feet South of said North line of East Randolph Street extended a distance of 275 feet to the point of beginning;

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(2) A tract of land of varying widths being a part of Parcels "A" and "E" as shown on and described in Plat of "Lake Front Plaza" aforesaid described as follows: Beginning at the South East corner of said Parcel "A"; thence North along the East line of said Parcel "A" a distance of 16 feet; thence West at a right angle 35 feet 8 inches; thence North at a right angle 116 feet; thence West at a right angle 8 feet; thence South at a right angle 116 feet; thence West at a right angle 69 feet; thence North at a right angle 116 feet; thence West at a right angle 8 feet; thence South at a right angle 116 feet; thence West at a right angle 6 feet 4 inches; thence North at a right angle 85 feet; thence West at a right angle 6 feet; thence South at a right angle 85 feet; thence West at a right angle 90 feet 8 inches; thence North at a right angle 85 feet; thence West at a right angle 43 feet 8 inches to the East line of Parcel "E"; thence North along said East line a distance of 111 feet; thence West at a right angle 20 feet; thence South at a right angle 119 feet; thence West at a right angle 95 feet; thence South at a right angle 10 feet; thence East at a right angle 95 feet; thence South at a right angle 53 feet; thence East at a right angle 20 feet to the East line of said Parcel "E"; thence North along said East line 55 feet to the North line of Parcel "B"; thence East along said North line a distance of 363 feet 4 inches to the point of beginning;

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(3) A strip of land being a part of Parcels "C" and "C-1" as shown on and described in the Plat of "Lake Front Plaza" aforesaid, 4 feet of even width being 2 feet on each side of a center line described as follows: Beginning at a point 82 feet West of the East line of Parcel "C" as measured along the North line of East Randolph Street extended and 25 feet South of said North line; thence South perpendicular to said North line of East Randolph Street extended a distance of 88 feet more or less to the North bank of an existing slip; thence 28 feet of even width, being 14 feet on each side of center line, a distance of 13 feet; also a strip of land being a part of said Parcels "C" and "C-1", 6 feet of even width being 3 feet on each side of a center line described as follows: Beginning at a point 189 feet West of said East line of Parcel "C" as measured along said North line of East Randolph Street extended and 25 feet South of said North line; thence South perpendicular to said North line of East Randolph Street extended a distance of 88 feet, more or less to the North bank of an existing slip; thence 20 feet of even width, being 10 feet on each side of said center line a distance of 10 feet.

**PARCEL 3:**  
 Easements for the benefit of Parcel 1 aforesaid created by Article III, Section 3.1 of the Supplemental Deed from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 17460 dated December 15, 1964 and recorded December 23, 1964 as document 19,341,545 as follows:

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- (1) A perpetual right in, over and upon the Excepted and Reserved Property and the Easement Property, and the property adjacent thereto, for reasonable access for the construction, maintenance, repair, reconstruction, relocation, renewal, alterations, removal and inspection of the Supports of the Improvement, and of the pipes and equipment for air conditioning, connections with viaducts, water main, sewers, heating, electric, telephone, gas or other utility lines, ground level access road, or other facilities, which at any time may be situated within the Air Right Property, the Excepted and Reserved Property, or the Easement Property or which may be otherwise under the responsibility of Grantee, and generally for the purpose of fulfilling its obligations and exercising its rights under said Deed, together with a perpetual right of underlying and lateral support, either natural or structural, for the Supports of the Improvement to the extent required for the structural safety thereof.
- (2) Perpetual easements to install, and to maintain so far as required by law or the provisions of said Deed, the necessary expansion joints, sewers, gutters, downspouts, pipes, equipment and waterproofing to provide a surface drainage for the Improvement to storm sewers constructed within easements provided for in said Deed.
- (3) A perpetual easement to use such parts of the Excepted and Reserved Property, the Easement Property and other property of the Grantor in which Supports for the purpose of support of the Building are located. The location of such Supports is described in Lots No. 1 through 133 of the Plat of Survey and the face of the Plat of Survey, which Plat of Survey was recorded December 10, 1964 as document 19,331,409.

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**PARCEL 4:**  
Easement for the benefit of Parcel 1 aforesaid created by Grants from Illinois Central Railroad Company dated May 1, 1962 and recorded May 7, 1962 as document 18,467,559 and dated December 17, 1964 and recorded December 23, 1964 as document 19,341,547 for reasonable access for the construction, maintenance, repair and reconstruction, relocation, renewal, alteration, removal and inspection of the supports of the viaducts as described in said instrument, in, over and upon the Excepted and Reserved Property and the property adjacent thereto.

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TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

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 of 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, 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 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 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 in 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 the 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 the same, and by said trust agreement was in full force and effect, (a) that at the time of the delivery thereof the trust created by this instrument 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 amendments thereto 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 or successors in trust, that such successor or successors in trust have been properly appointed and are duly vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

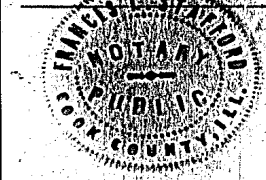
The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary 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. If the title to any of the above lands is now or hereafter registered, the Registrar of Title 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.

And the said grantor hereby expressly waive, release, quit and all right, title and claim 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 her hand and seal this 3rd day of November, 1973.

(Seal) Amy A. Boyer (Seal) (Seal) (Seal)

State of ILLINOIS, the undersigned a Notary Public in and for said County, in County of COOK, the state aforesaid, do hereby certify that Amy A. Boyer is a widow and not since remarried.



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 she signed, sealed and delivered the said instrument as her 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 notarial seal this 3rd day of November, 1973.

Francis S. Stafford Notary Public

GRANTEE'S ADDRESS MAYWOOD-PROVISO STATE BANK 411 Madison St., Maywood, Ill. Cook County Recorder Box 3 PREPARED BY: GIACCHINI & COOPER, LTD. 401 Madison Street, Maywood, IL. 60153

400 East Randolph, Unit No. 922 Chicago, IL. 60601 For information only insert street address of above described property. Mail tax bills to: Maywood-Proviso State Bank Trust 3303 411 Madison Street Maywood, IL. 60153

This space for affixing Riders and Revenue Stamps

EXEMPT UNDER PROVISIONS OF PARAGRAPH 6, SECTION 4, REAL ESTATE TRANSFER ACT. 11/3/73 Date Frances S. Stafford Buyer Seller or Representative

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