

DEED IN TRUST

24977103

RECORDS
Cook County, Illinois

1979 MAY 25 PM 3 06

The above space for recorder's use only

QUIT CLAIM

THIS MATURE WITNESSETH, That the Grantor Eileen I. Weisbrod a
Widow and not since remarried
of the County of Cook and State of Illinois for and in consideration
of Ten and No/100 dollars, and other good
and valuable considerations in hand paid, Convey^s and Quit Claim^s unto
EXCHANGE NATIONAL BANK OF CHICAGO, a National banking association, its successor
or successors, as Trustee under a trust agreement dated the 21st day of
May, 1979, known as Trust Number 35367, the following
described real estate in the County of Cook and State of Illinois, to-wit:

SEE LEGAL DESCRIPTIONS EXHIBIT A and EXHIBIT B ATTACHED

PREPARED BY TRUST DEPARTMENT
EXCHANGE NATIONAL BANK OF CHICAGO
SANFORD KOVITZ, FIRST VICE PRESIDENT

(Permanent Index No.: _____)

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

Full power and authority is hereby granted to said trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts to sell on any terms, to convey either with or without consideration, to convey the 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 estate, powers and authorities vested in the trustee; to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof; to execute leases of the real estate, 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, and to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rentals, to execute grants of easements or charges of any kind; to release, convey or assign any right, title or interest in or about or appurtenant to the real estate or any part thereof; to deal with the title to said real estate in all other ways and for such other considerations as it would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 trustee acted herein and by the 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 herein and in the trust agreement or in any amendments thereof and binding upon all beneficiaries, (c) that the 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 beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, 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 case made and provided.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set her hand and seal this 21st day of May, 1979.

(SEAL) Eileen I. Weisbrod (SEAL)
Eileen I. Weisbrod (SEAL)

No Taxable Consideration

State of Illinois } I, Mary Pace a Notary Public in and for said County, in
County of Cook } ss. the state aforesaid, do hereby certify that Eileen I. Weisbrod
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 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 25th day of May, 1979.

Mary Pace
Notary Public

EXCHANGE NATIONAL BANK OF CHICAGO
Box 132
180 E. Pearson, Chicago, Ill. (Ex. B)
400 E. Randolph, #2429 (Ex. A)
For information only insert street address of above described property.
ADDRESS OF GRANTEE: LA SALLE AND ADAMS
CHICAGO, ILL 60690

24977103

Exempt under Provision of Paragraph 4, Section 4, Real Estate Transfer Tax Act
Date 5-25-79

Buyer, Seller or Representative
E. Section 4

24977103
Document Number

Property of Cook County Recorder's Office

EXHIBIT A

PARCEL 1:

Unit No. 2429 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. 18,461,951, 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 3, 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 $\frac{1}{4}$ 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:

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EXHIBIT B

UNIT NUMBER 3804 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREIN CALLED CONDOMINIUM PROPERTY) IN COOK COUNTY, ILLINOIS: LOTS 4 THROUGH 14, BOTH INCLUSIVE AND INCLUDING LOTS 7A, 7B, 7C, 7D, 7E., 7F, 11-A AND 11B., IN MARBAN RESUBDIVISION, BEING A SUBDIVISION OF A PART OF BLOCK 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MARBAN RESUBDIVISION RECORDED DECEMBER 30, 1975 WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 23339677, WHICH SURVEY (HEREIN CALLED SURVEY) IS ATTACHED AS EXHIBIT A, TO DECLARATION OF CONDOMINIUM OWNERSHIP EASEMENTS, COVENANTS AND RESTRICTIONS AND BY-LAWS FOR 120 EAST PEARSON STREET CONDOMINIUM, CHICAGO ILLINOIS (HEREIN CALLED DECLARATION) RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS, ON MARCH 29, 1976 AS DOCUMENT 23432350; TOGETHER WITH AN .37823 UNDIVIDED PER CENT INTEREST IN THE CONDOMINIUM PROPERTY (EXCEPTING FROM THE CONDOMINIUM PROPERTY ALL OF THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

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Property of

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 Southerly 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;
- (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 96 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

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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;

- (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:

- (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,

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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 19,330,409.

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 19,341,647 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.

Subject to: (a) covenants, conditions and restrictions of record, terms, provisions, covenants, and conditions of the Declaration of Condominium and all amendments, if any, thereto; (b) private, public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto, if any, and roads and highways, if any; (c) encroachments, if any; (d) party wall rights and agreements, if any; (e) limitations and conditions imposed by the Condominium Property Act; (f) special taxes or assessments for improvements not yet completed; (g) any unconfirmed special tax or assessment; (h) installments not due at the date hereof or any special tax or assessment for improvements heretofore completed; (i) general taxes for the year 1978 and subsequent years installment due after the date of closing of assessment established pursuant to the Declaration of Condominiums.

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