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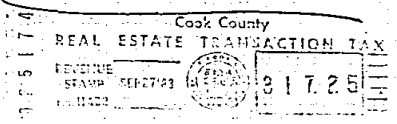
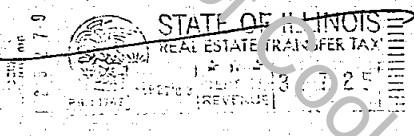
This Indenture Witnesseth That the Grantor (s) THE PENN CENTRAL CORPORATION, a Pennsylvania corporation

of the County of Philadelphia and State of Pennsylvania for and in consideration of TEN (\$10.00) AND NO/100 Dollars,

and other good and valuable considerations in hand, paid, Convey^s and Quit-Claim^s unto HARRIS TRUST AND SAVINGS BANK, 111 West Monroe Street, Chicago, Illinois 60690, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 14th day of July 1983, known as Trust Number 42343, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE RIDER ATTACHED HERETO (CONSISTING OF PAGES NUMBERED "2", "3", "4" and "5") SETTING FORTH THE LEGAL DESCRIPTION OF THE REAL ESTATE, RESERVATION OF GRANTOR AND ACKNOWLEDGMENT OF GRANTEE.

3/1/25



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.

3/1/25

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, highway 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 with or without consideration, to convey said premises or any part thereof to any 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 give 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 praesenti or in futuro, 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 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 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 that 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 or claiming under any such conveyance, lease or other instrument, (b) 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, (c) 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 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 fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors 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 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 in & hereunto set

SEE PAGES 4 AND 5 OF THE AFORESAID RIDER CONTAINING EXECUTION AND ACKNOWLEDGEMENT.

(SEAL) (SEAL) (SEAL)

THI Name



BOX 538

1269.00

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UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss. I, _____

a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

_____ who
personally known to me to be the same person _____ whose name _____ subscribed to
the foregoing instrument appeared before me this day in person, and acknowledged that
_____ signed, sealed and delivered the said instrument as
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 _____ day
of _____, 19 _____

Notary Public.

Property of Cook County Clerk's Office

Edw. J. Chan
RECORDER OF DEEDS
26794491

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1993 SEP 26 PM 2:58

BOX 8

TRUST No.

DEED IN TRUST

HARRIS TRUST AND SAVINGS BANK
TO TRUSTEE
PROPERTY ADDRESS

26 794 491
HARRIS TRUST AND SAVINGS BANK
CHICAGO
111 West Monroe Street

Case No. 85059

sam/JS

SCHEDULE "A"

ALL THOSE TWO PARCELS of land situate in the City of Chicago, County of Cook and State of Illinois in the Northeast Quarter of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, separately bounded and described according to a plan of a survey made by National Survey Service, Inc., dated September 14, 1979 and last revised August 26, 1983, designated Parcel 1 and Parcel 2 respectively as follows; VIZ:

THE FIRST THEREOF DESIGNATED PARCEL 1:

THAT PART of George Merrill's Subdivision of Block 100, and that part of T. G. Wright's Subdivision of Block 113 (Taken as a Tract, including vacated alleys) all in the School Section Addition to Chicago:

COMMENCING at the Northeast corner of Lot 1 in T. G. Wright's Subdivision of Block 113, thence South 0 degrees 05 minutes 33 seconds West, along the East line of Lots 1 and 6 in said Subdivision, a distance of 91.83 feet to the point of beginning of the tract herein described;

THENCE South 0 degrees 05 minutes 33 seconds West, along the East line of Lots 6, 7, 12, 13, 18, 19 and 24 in the aforesaid T. G. Wright's Subdivision, a distance of 302.69 feet to the southeast corner of Lot 24;

THENCE North 89 degrees 53 minutes 48 seconds West, along the South line of Lot 24 in T. G. Wright's Subdivision and also along the South line of Lot 17 in the aforesaid George Merrill's Subdivision, a distance of 209.60 feet to the Southwest corner of said Lot 17;

THENCE North 0 degrees 02 minutes 20 seconds West, along the West line of Lots 17 through 23 (both inclusive) in George Merrill's Subdivision, a distance of 302.04 feet to a point on the West line of Lot 23 which is 95.63 feet Southerly of the Northwest corner of Lot 24;

THENCE North 89 degrees 55 minutes 40 seconds East 210.30 feet to the hereinabove described point of beginning.

CONTAINING 63,481.3 square feet, more or less, or 1.4573 acres, more or less.

THE SECOND AND LAST THEREOF DESIGNATED PARCEL 2:

THAT PART of Lots 4, 5, 8, 9, 12, 13 and 16 in George Merrill's Subdivision of Block 100, and that part of So. Sherman Street vacated by City Ordinance passed November 10, 1952 (all taken as a tract) in the School Section Addition to Chicago.

BEGINNING at a point in Lot 4, said point being 48.00 feet West of the East line of said Lot (measured at a right angle to said East line) and 0.86 feet North of the South line of Lot 4 (measured at a right angle to said South line);

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THENCE South 0 degrees 02 minutes 20 seconds East, along a line drawn parallel with and 48.00 feet West of the East line of the aforesaid Lots 4, 5, 8, 9, 12, 13 and 16, a distance of 257.19 feet to a point in Lot 16 which is 45.00 North of the South line of said Lot (measured at a right angle to said South line);

THENCE South 46 degrees 12 minutes 36 seconds East 65.15 feet to a point on the South line of Lot 16 which is 1.00 feet Westerly of the Southeast corner of said Lot;

THENCE South 89 degrees 53 minutes 48 seconds East, along the South line of Lot 16 and its Easterly extension, 61.00 feet to the Southwest corner of Lot 17 in the aforesaid George Merrill's Subdivision

THENCE North 0 degrees 02 minutes 20 seconds West, along the South line of Lots 17 through 23 (both inclusive) in said Subdivision, a distance of 306.02 feet to a point on the West line of Lot 23 which is 91.45 feet Southerly of the Northwest corner of Lot 24;

THENCE South 89 degrees 57 minutes 40 seconds West, along a line drawn perpendicular to the last described line, a distance of 20.00 feet;

THENCE South 0 degrees 02 minutes 20 seconds East, along a line drawn perpendicular to the last described line, a distance of 3.34 feet to a point which is 1.35 feet Northerly of the Westerly extension of the South line of Lot 23;

THENCE South 89 degrees 48 minutes 59 seconds West 88.00 feet to the hereinabove described point of beginning.

CONTAINING 31,674.2 square feet, more or less, or 0.7271 of an acre, more or less.

RESERVING unto Grantor the right to pursue any claims (and to retain any proceeds realized therefrom) against the Regional Transportation Authority and/or the Chicago, Rock Island and Pacific Railroad Company, their successors and assigns, for any diminution in the value of Grantor's one-half interest in the premises which results from the taking or purported taking of what is characterized as "a permanent relocatable easement interest for commuter railroad purposes" in that certain Stipulation filed in the U. S. District Court for the Northern District of Illinois under Case No. 81-C-0431. This reservation shall in no way be construed as limiting the right, title or interest in and to the premises acquired by Grantee under this deed.

~~SUBJECT, however, to (1) the state of facts disclosed by the survey hereinabove mentioned; (2) rights of the municipality, State of Illinois, the public and adjoining owners in and to vacated Sherman Street and in and to vacated alley between Blocks 100 and 113; and (3) rights of public or quasi-public utilities, if any, in said vacated Sherman Street and said vacated public alley for maintenance therein of poles, conduits,~~

GRANTEE acknowledges and agrees that:

- (1) Grantee will assume all obligations with respect to ownership, maintenance, repair, renewal or removal of the drainage structures, culverts and bridges located on, over or under the premises conveyed herein, that may be imposed after the date of this deed by any governmental agency having jurisdiction thereover; and
- (2) should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor.

ILLINOIS

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Indenture so requires and, whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be executed this 21st day of September A.D., 1983.

SEALED AND DELIVERED in the presence of us:

THE PEAN CENTRAL CORPORATION

TH. Saylor
THOMAS H. SAYLOR

By: Richard E. Jordan
RICHARD E. JORDAN, Director of Property Sales Administration

Richard L. Kemery
Richard L. Kemery

Attest: Robert J. Fahey
Secretary
Robert J. Fahey



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