

DEED IN TRUST

26906439

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Super Valu Stores, Inc., a Delaware Corporation of the County of Hennepin and State of Minnesota, for and in consideration of the sum of TEN Dollars (\$ 10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and quitclaims unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of November 1983, and known as Trust Number 59692, the following described real estate in the County of Hennepin and State of Minnesota, to wit: See Legal Description Attached hereto as Exhibit A

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This Document Prepared By: Robert W. Shadur, Esq., 30 North LaSalle Street, Chicago, Illinois 60602

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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 maintain said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey all 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 authority vested in said Trustee, in fee simple, 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 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 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 premises and to contract respecting the manner of fixing the amount of present or future rentals to partition or to exchange said real estate, 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 appurtenant to said real estate or any part thereof, and to deal with said real estate, or any 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 in any way to inquire into 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 deed 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, as 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 all amendments 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) that 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 the, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, Indenture Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they or if 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 Trustee, as Trustee 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

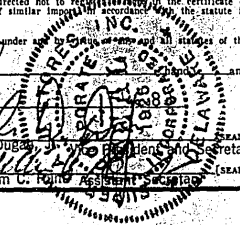
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be 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, profits and proceeds thereof as a beneficiary of the trust herein created by said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee 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 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 any statute of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set its hand and seal this 29th day of November, 1983.

Super Valu Stores, Inc. (SEAL) By: Charles D. DUBOY, Jr., Secretary (SEAL) a Delaware Corporation (SEAL) Attest: William C. Fournier, Assistant Secretary (SEAL)



TERESE L. BAKE, a Notary Public in and for the State of Minnesota, do hereby certify that CHARLES D. DUBOY, JR., Vice President of Super Valu Stores, Inc., a Delaware Corporation, and WILLIAM C. FOURNIER, Assistant Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the use and purposes set forth therein, and the latter officer also then and there acknowledged that (a) he, as custodian of the corporate seal of said corporation, affixed the same to the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

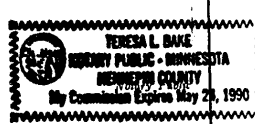
Given under my hand and notarial seal this 29th day of November, 1983.

My commission expires May 24, 1990

American National Bank and Trust Company of Chicago Box 221 For information only insert street address of above described property.

Office 11/29/83 This space for affixing Rates and Revenue Stamps

Document Number 26906439



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THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST 1/4 WITH A LINE 57.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 (SAID EAST LINE OF THE SOUTHEAST 1/4 HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE WEST LINE OF SOUTH CICERO AVENUE, 90.0 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 21 SECONDS WEST, 194.83 FEET TO AN INTERSECTION WITH A LINE 40.0 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 39 MINUTES 32 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 300.0 FEET TO AN INTERSECTION WITH A LINE 545.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 257.40 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 20 SECONDS EAST, 283.49 FEET;
 NORTH 80 " 46 " 40 " " 114.63 " ;
 22 DEC 63 5:10 " 90 " 00 " 00 " " 76.37 " ;

TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 20.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 16.96 FEET TO A POINT ON A LINE 57.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, SAID POINT BEING 271.14 FEET SOUTH OF THE INTERSECTION OF SAID LAST DESCRIBED PARALLEL LINE WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 (THE CHORD OF SAID LAST DESCRIBED ARC BEARS NORTH 65 DEGREES 42 MINUTES 17 SECONDS EAST, 16.46 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE WEST LINE OF SOUTH CICERO AVENUE, 47.28 FEET TO A POINT ON SAID LAST DESCRIBED PARALLEL LINE, 15.87 FEET NORTH OF THE INTERSECTION OF SAID LAST DESCRIBED PARALLEL LINE WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 35.0 FEET, AN ARC DISTANCE OF 27.85 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 67 DEGREES 12 MINUTES 28 SECONDS WEST, 27.12 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 63.95 FEET;

THENCE SOUTH 80 DEGREES 46 MINUTES 40 SECONDS WEST, 114.72 FEET;
 NORTH 89 " 38 " 20 " " 285.82

TO AN INTERSECTION WITH A LINE 545.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 426.62 FEET TO AN INTERSECTION WITH A LINE 754.0 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 39 MINUTES 32 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 30.0 FEET TO AN INTERSECTION WITH A LINE 575.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 754.01 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 39 MINUTES 32 SECONDS EAST ALONG SAID LAST DESCRIBED NORTH LINE, 518.01 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Office
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 Miller

EXHIBIT A

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