

DEED IN TRUST

27 425 435

12.00

Form 191 Rev. 11-71

The above space for recorder's use only

COOK COUNTY NO. 016

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **Western Transportation Company, a Delaware corporation,** of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and no/100** Dollars (\$10.00)

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveyed and Warranted unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national bank association whose address is **33 No. LaSalle Street, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **28th** day of **June** 19 **82**, and known as Trust Number **55448** the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

See Reverse Side

6984 449 D8

COOK COUNTY, ILLINOIS FILED FOR RECORD

1985 JAN 30 PM 3:10

27425435

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
18 00
RECEIVED
JAN 30 1985
STAMPS
CITY OF CHICAGO REAL ESTATE TRANSACTION TAX
180.00
27 425 435
Document Number

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to reconstitute said real estate, 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 real estate or any part thereof to a successor or successors to purchase, 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 lease, to license, to mortgage, to pledge, to otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, 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 annual lease the term of 108 years, and to renew or extend leases upon any terms and for any period or periods of time not exceeding in the case of any annual lease the term and provisions thereof at any time or times hereafter, to contract to amend, change or modify leases 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 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 connected appurtenant to said real estate or any part thereof, and to deal with said real estate 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 a lien to a 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 any part thereof, be obliged to see that the terms of this deed, or the application of any provisions hereof, are 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 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 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 that the estate, title, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust, are fully vested with all the said real estate.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or any Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they 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 amendments thereto, or for liability to person or property happening in or about said real estate, or in connection with said real estate may be entered into by it in the name of the Trustee, or in the name of any beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, 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, avails 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 and proceeds thereof as aforesaid, the intention hereof being to vest in 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 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, releases and conveys all right and benefit under and by virtue of any and all statutes 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 25th day of January, 1985.

ATTEST: **WESTERN TRANSPORTATION COMPANY**
By: **Sharon Reilly** Asst. Secretary
By: **William E. Schindler** President

STATE OF **Ill.**, I, **Bernadine A. Jackson**, a Notary Public in and for said County of **Cook** ss. County, in the State aforesaid, do hereby certify that **William E. Schindler** President of **Western Transportation Company, a Delaware corporation, and Sharon Reilly, Secretary of said corporation,** personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, on behalf of **Western Transportation Company.**

GIVEN under my hand and seal this **25th** day of **January**, A.D., 19 **85**
Bernadine A. Jackson Notary Public

My commission expires **7/8/86**
DOCUMENT PREPARED BY: **Max Chill, Max & Herman Chill, P.C., 100 W. Monroe St., #905, Chgo, IL 60603**

1400 West 34th Street Chicago, Illinois

Box 221 For information only insert street address of above described property.

Parcel 1:

That part of Lots 31 and 32 in Assessor's Division of part of the Northwest 1/4 and the West 1/2 of the Northeast 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at a point on the North line of 34th Street 963.79 feet East of the East line of South Justine Street; Thence West a distance of 124.23 feet along the North line of West 34th Street; Thence North 125 feet parallel with the East line of South Justine Street; Thence East parallel with the North line of West 34th Street to the Southwesterly property line of the Chicago Junction Railroad Company; Thence Southeasterly along said Southwesterly property line of the Chicago Junction Railroad Company to the place of beginning, all in Cook County, Illinois;

LSO

Parcel 2:

An irregular shaped parcel of land in the Subdivision for purposes of partition of Lots 31 and 32 in the Assessor's Division of part of the Northwest 1/4 and the West 1/2 of the Northeast 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian; said irregular shaped parcel of land being particularly described as follows:

Beginning at a point on the North line of 34th Street which is 963.79 feet East of the East line of South Justine Street and on a line 33 feet Southwesterly of and parallel with the center line of vacated Iron Street; Thence Northwesterly along said parallel line, a distance of 146.20 feet to a point; Thence East along a line parallel with the North line of 34th Street a distance of 16.94 feet; Thence Southeasterly a distance of 155.74 feet to a point in the North line of 34th Street, said point being 998.08 feet East of the East line of South Justine Street; Thence West on the North line of 34th Street, a distance of 34.29 feet to the point of beginning, all in Cook County, Illinois.

(1732 112 022 Pch 1
023 Pch 2)

BOX 333

27925435

Mail to:
Samuel V. P. Banks
221 N. LaSalle St., 38th Floor
Chicago, IL 60601

DCS 4873 SM 9-71

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Steven R. Radtke, being duly sworn on oath, states that he resides at 100 W. Monroe Ave., Chicago, Illinois. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

- 1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed; -OR- the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or Conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me this 30th day of January, 1985

Seal of Notary Public

Craig J. Binsman NOTARY PUBLIC April 11, 1987

27 425 435