

THIS INDENTURE WITNESSETH THAT THE GRANTOR, RANDOLPH-WELLS BUILDING CORPORATION, an Illinois corporation, having its principal office in the County of Cook and State of Illinois, for and in consideration

of the sum of TEN AND NO/100 Dollars (\$ 10.00*), and pursuant to authority given by the Board of Directors of said Corporation in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys

and Warrants 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 21st day of November 19 85, and known as Trust Number 66061

the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 1 (except the West 20 feet of the North 100 feet 8-3/8 inches thereof) in Block 41 in Original Town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Permanent Index No. 17-09-443-007

Property Address: 205 W. Randolph St. Chicago, IL 60606

This Document Prepared by Benjamin D. Steiner, Katz, Randall & Weinberg, 200 N. LaSalle St., Suite 2300 Chicago, IL 60604 (312) 807-3800

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TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trusts, and for the uses and purposes hereinafter set forth.

Full power and authority is hereby granted to said Trustee to purchase, manage, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to create any subdivision or part thereof and to resubdivide 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, in convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all rights, title, interest, power and authority vested in said Trustee, in doctrine, to dedicate, to mortgage, to divide 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, in fee or to commission in perpetuity or in future, and upon any terms, and for any period or periods of time, but exceeding in the case of any single lease the term of ten years, and to give 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 conditions thereof at any time or times hereafter, in contract to lease and to grant options to lease and options to purchase leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of living the amount of present or future rents, in 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, in release, convey or assign any right, title or interest in or about or incident 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 should 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 to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or to be obliged to see that the terms of this trust 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 compelled 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, as if they 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 hereunder, (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) 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 treated 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, individually or as 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 its 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 in 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 (then) beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, 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 in 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 cleared 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 or for any of them shall be only in the earnings, assets 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 its interest in earnings, assets 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 file 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 accord herewith the statute in such case made, and provide:

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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, RANDOLPH-WELLS BUILDING CORPORATION, caused its corporate seal to be hereunto affixed and has caused its name to be signed to those presents by its President and attested to by its Secretary on this 13th day of DECEMBER, 1985.

ATTEST: [Signature] (SEAL) RANDOLPH-WELLS BUILDING CORPORATION. By: [Signature] (SEAL) By: [Signature] (SEAL)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Norman Esserman personally known to me to be the President of the Randolph-Wells Building Corporation, and Benjamin D. Steiner personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of December 1985

Commission expires 9/20/86 19 Notary Public Mary J. West

Handwritten notes and signatures in the bottom right corner, including a signature and the text 'Handwritten notes and signatures in the bottom right corner'.

Vertical handwritten text on the left margin: 51076300 (K4)

Vertical text on the right margin: This space for affixing Riders and Revenue Stamp

Vertical handwritten text on the right margin: 85328788

UNOFFICIAL COPY

DEPT. OF REVENUE

PROPERTY OF COURTNEY BARK'S

CITY OF CHICAGO
 REAL ESTATE TRANSACTION TAX
 DEPT. OF REVENUE DEC-95
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