

62409

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit 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, Convey and Warrant 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 17th day of December 1984, and known as Trust Number 63140, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto for legal description and said property is hereby conveyed subject to those title matters listed in Exhibit B attached hereto.

THIS INSTRUMENT PREPARED BY:  
James E. Lentz  
#3500 Three First National Plaza  
Chicago, IL 60602

Property of 9585.00/yr

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 in his own name, protect and substitute said real estate or any part thereof, to dedicate streets, highways or alleys to vacate any subdivision or part thereof, and to reestablish said real estate as often as needed, in 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 in a executor or successor in trust and to grant to such successor or successor in trust all of the rights, powers and authorities vested in said Trustee, to donate, to dedicate, 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 perpetuity or otherwise, by lease 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 lease the term of 99 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, in contract to make lease, and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and in contract requesting the means of filing the amount of present or future rentals, in partition or in exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, remove or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, 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 similar to or different from the uses 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 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 to inquire into any of the terms of said Trust Agreement and every deed, lease, mortgage, 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 State, relying upon or claiming under any such conveyance, lease or other instrument, and that of the terms of this deed, the deed created by this Indenture and by said Trust Agreement was in full force and effect, and 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, and that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and that if the conveyance is made to a successor or successor in trust, that such successor or successor in trust has been properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, 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 executor or successor in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done by it or its or their agent or attorney 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 thereof, or for injury to person or property happening in or about said real estate, and all such liabilities 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 enforced only by or in the name of the Trustee, or its executor, or its successor in trust, 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing of 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, rents and proceeds arising from the sale of 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 of interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, rents and proceeds thereof as a beneficiary, the interest 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 issue any 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand, this 30th day of December 1985.

ATTEST: William H. Oswald (SEAL) SECRETARY  
LOYOLA UNIVERSITY OF CHICAGO (SEAL)  
BY: R.C. Baumhart (SEAL) PRESIDENT

STATE OF Illinois, County of COOK, I, Abigail Byman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R.C. Baumhart, S.J., President, and William H. Oswald, Secretary

personally known to me to be the same person S whose name S 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.  
GIVEN under my hand and notary exp. this 30th day of December A.D. 1985

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV 4, 1987  
My commission expires THRU ILL. NOTARY ASSOC.

This space for indexing Riders and Reverse Sides

3/31/85 J. J. Caputo

53345195

Document Number

American National Bank and Trust Company of Chicago  
Box 92L  
334

7601-334-7600-38 Racine  
Chicago Illinois  
For information only insert street address of above described property.

# UNOFFICIAL COPY

## EXHIBIT A

That part of the East 1/2 of the Southwest 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point on the West line of the East 33 feet of the Southwest 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian said point being 7.00 feet South of the South line of the North 1/4 of the East 1/2 of the Southwest 1/4 of said Section 29; thence South along the West line of the East 33 feet of said Section 29, (said line also being the West line of Racine Avenue) to the South line of the North 25 feet of Lot 2 in William Reeda's subdivision of Block 25 (except the West 125.00 feet) in Jone's subdivision of the West 1/2 of said Section 29, (except certain tracts conveyed) according to the plat of said William Reeda's subdivision registered as Document No. 343920, said point being 226.70 feet North of the North line of 77th Street; thence West along the South line of the North 25 feet of Lot 2, aforesaid to the West line of said Lot 2; thence North along the West line of Lot 2, the West line of Lot 1, in said subdivision of Block 25, aforesaid, and said West line of Lot 1 extended North to the South line of the North 15 chains of said Section 29, thence West along the South line of the North 15 chains of said Section 29, a distance of 397.06 feet more or less to the East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29; thence North along said East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, a distance of 334.80 feet more or less to the South line of West 76th Street as opened by condemnation per Document No. 12300011; thence East along said South line of West 76th Street to a point on said line, being 14.72 feet West of the West line of the East 33 feet of the Southwest 1/4 of said Section 29; thence South-easterly along a diagonal line to the point of beginning.

ALSO:

Lots Thirty One (31), Thirty Two (32), Thirty Three (33), Thirty Four (34), Thirty Five (35), Thirty Six (36) Thirty Seven (37), Thirty Eight (38), Thirty Nine (39), Forty (40), Forty One (41), Forty Two (42), Forty Three (43), and Forty Four (44) in Block Nine (9) in Auburn on the Hill First addition being Hart's subdivision of Blocks Nine (9), Ten (10) and Twenty Two (22) in the subdivision of the Southeast 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian (except the North 99 feet), in Cook County, Illinois.

Tax Index Nos. ~~20-29-307-002~~, ~~20-29-307-003~~,  
~~20-29-210-017~~, ~~20-29-408-011~~, and ~~20-29-408-040~~.

Lots  
31, 32, 33, 34 - 20-29-408-011  
35 thru 44 - 20-29-408-040 AH

Lots 1 & 25 of 2 - 20-29-307-017

unsubdiv land South of 76<sup>th</sup> - 20-29-307-002, 003

85315195

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. General taxes for 1982 and subsequent years.
2. Covenants contained in Trustee's Deed dated October 12, 1920 and recorded December 9, 1920 as Document #7012287.
3. Covenants contained in Trustee's Deed dated July 2, 1928 and recorded September 26, 1928 as Document No. 10158207.
4. Railroad Right-of-way switch and spur tracks.

-85-345495

85345495

12.00

DEPT-01 RECORDING \$12.00  
 143331 TRAN 1143 12/31/85 12:37:00  
 82604 # 0 \* -85-345495

PROPERTY OF COOK COUNTY CLERK'S OFFICE