

UNOFFICIAL COPY

DEED IN TRUST WARRANTY DEED

86000384

THIS INDENTURE WITNESSETH, That the Grantor, McIntyre Chemical Company, Ltd., a Delaware Corporation of the county of Cook and State of Illinois

for and in consideration of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand, paid, Convey and Warrant unto the AMERICAN NATIONAL BANK of Arlington Heights,

a National Banking Association of the United States of America, as Trustee under the provisions of a trust agreement dated the 7TH day of NOVEMBER 1985 and known as Trust Number A1554 the following described real estate in the County of and State of Illinois, to-wit:

See lease description attached hereto as Exhibit A

PIN 19-11-200-024-000; 19-11-200-049-000 Address: 4851 South St. Louis Avenue Chicago, Illinois

12.00

Subject to: covenants, conditions, easements and restrictions of record; right of the City of Chicago, State of Illinois, the public and adjoining owners in and to vacated St. Louis Avenue and all easement parcels and general real estate taxes unpaid as of the date hereof.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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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.

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, highways 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 sell on any terms, to convey either with or without consideration, to donate, to dedicate, to mortgage, pledge or otherwise encumber, to lease said property, or any part thereof, from time to time, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding 99 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding 99 years, and to renew and to modify leases and the terms and provisions thereof at any time or times hereafter; 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 said premises 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, to whom said premises, or any part thereof, shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, and in no case shall any party dealing with said trustee in relation to said premises, be obliged to see to 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 privileged or obliged to inquire into any of the terms of said trust agreement.

The interest of each and every beneficiary hereunder and of all persons claiming under them, is hereby declared to be personal property and to be in the earnings, avails and proceeds arising from the disposition of the premises; the intention hereof being to vest in the said AMERICAN NATIONAL BANK of Arlington Heights, the entire legal and equitable title in fee, in and to all of the premises above described.

This conveyance is made upon the express understanding and condition that neither AMERICAN NATIONAL BANK of Arlington Heights, individually or as Trustee, nor its successor 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 to property happening in or about said real estate, any 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 any 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

And the said grantor hereby expressly waives and releases any and all right or benefit under or by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale or execution or otherwise.

In Witness Whereof, the grantor has caused its name to be signed to these presents by its President and attested and seal this 30th day of December 1985 by its Secretary

McIntyre Chemical Company, Ltd. (SEAL) BY: William D. McIntyre (SEAL) President (SEAL) Attest: Ethel N. McIntyre (SEAL) Secretary

State of Illinois } I, LORRAINE GRUPE a Notary Public in and for said County, in County of Cook } SS. the state aforesaid, do hereby certify that William D. McIntyre, President of McIntyre Chemical Company, Ltd., a Delaware Corporation and Ethel N. McIntyre, Secretary of said corporation

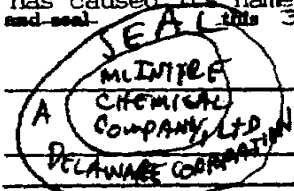
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary they signed, sealed and delivered the said instrument of the free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of redemption.

Given under my hand and NOTARIAL seal this 30th day of DEC. A. D. 1985. Lorraine Grupe Notary Public

TRUST DEPARTMENT AMERICAN NATIONAL BANK of Arlington Heights 1 No. Dunton Arlington Heights, Illinois 60006 This instrument prepared by Ellis Rosenzweig, 30 S. Wacker Dr., Suite 2900, Chicago, IL 60606

70-22-826W

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act. Buyer, Seller or Representative Date 12-30-85



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TRUST NO.

DEED IN TRUST

(WARRANTY DEED)

AMERICAN NATIONAL BANK
of Arlington Heights
TRUSTEES

Mail To:

AMERICAN NATIONAL BANK
of Arlington Heights
1 No. Dumbon
Arlington Heights, Illinois 60006
870-3500

BOX 333 - JH

Property of Cook County Clerk's Office

ABE 10028

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Legal Description

PARCEL 1:

ALL THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF THE VACATED STREET KNOWN AS ST. LOUIS AVENUE, AS LAID OUT AND DETERMINED IN THE SUBDIVISION KNOWN AS JAMES H. REES' SUBDIVISION IN THE NORTH EAST 1/4 OF SAID SECTION 11, WHICH POINT IS 1039.31 FEET SOUTH OF THE NORTH LINE AND 1969.62 FEET MORE OR LESS OF THE EAST LINE OF SAID NORTH EAST 1/4 OF SECTION 11; THENCE SOUTH EASTERLY ON A CURVED LINE CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 250 FEET A DISTANCE OF 179.81 FEET MORE OR LESS TO A POINT WHICH IS 1114.30 FEET SOUTH OF THE NORTH LINE AND 1810.86 FEET WEST OF THE EAST LINE OF SAID NORTH EAST 1/4 OF SECTION 11; THENCE SOUTH EASTERLY ON A STRAIGHT LINE A DISTANCE OF 57.11 FEET MORE OR LESS A POINT OF INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 259 FEET, WHICH INTERSECTION POINT IS 1155.27 FEET SOUTH OF THE NORTH LINE AND 1771.25 FEET MORE OR LESS WEST OF THE EAST LINE OF SAID NORTH EAST 1/4 OF SAID CURVED LINE BEING DESCRIBED AS BEGINNING AT A POINT 63 FEET NORTH OF THE SOUTH LINE AND 1630.08 FEET WEST OF THE EAST LINE OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 11 AND ENDING AT A POINT 1019 FEET SOUTH OF THE NORTH LINE AND 1810.12 FEET WEST OF THE EAST LINE OF SAID NORTH EAST 1/4 OF SECTION 11; THENCE SOUTH EASTERLY ON SAID CURVED LINE A DISTANCE OF 183.25 FEET MORE OR LESS TO THE BEGINNING OF SAID CURVED LINE; THENCE WESTERLY ALONG A LINE PARALLEL WITH AND 63 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTH EAST 1/4 A DISTANCE OF 339.54 FEET MORE OR LESS TO THE EAST LINE OF ST. LOUIS AVENUE, HEREINABOVE DESCRIBED; THENCE NORTH ALONG THE EAST LINE OF SAID ST. LOUIS AVENUE, A DISTANCE OF 225.83 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF VACATED SOUTH ST. LOUIS AVENUE LYING SOUTH OF THE CENTER LINE OF THE VACATED ALLEY, EXTENDED EAST; LYING EAST OF THE EAST LINE OF LOT 48 AND THE EAST LINE OF LOT 48 EXTENDED NORTH TO THE CENTER LINE OF THE VACATED ALLEY, AFORESAID; AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE CENTER LINE OF VACATED SOUTH ST. LOUIS AVENUE, SAID POINT BEING 63 FEET (MEASURED ALONG THE CENTER LINE OF SAID VACATED SOUTH ST. LOUIS AVENUE) NORTH OF A POINT ON FEET EAST OF THE SOUTH WEST CORNER THEREOF; THENCE WEST AT 90 DEGREES TO SAID CENTER LINE, A DISTANCE OF 33 FEET TO THE WEST LINE OF VACATED SOUTH ST. LOUIS AVENUE; ALL IN HEAVER'S ELSDON SUBDIVISION OF BLOCK 10 OF JAMES H. REES' SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM ARTHUR G. LEONARD, AND OTHERS, TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1916 AND RECORDED AS DOCUMENT 5814222 TO PRYDOXYLIN PRODUCTS, INC., DATED JUNE 30, 1939 AND RECORDED JULY 20, 1939 AS DOCUMENT 12343760 FOR INGRESS AND EGRESS OVER THE EAST 1/2 OF VACATED SOUTH ST. LOUIS AVENUE LYING WEST OF AND ADJOINING PARCEL 1 AND OVER 66 FOOT VACATED SOUTH ST. LOUIS AVENUE LYING NORTH OF THE NORTH LINE OF PARCEL 1 EXTENDED WEST TO THE WEST LINE OF SAID VACATED SOUTH ST. LOUIS AVENUE AND RUNNING TO THE SOUTH LINE OF WEST 47TH STREET IN THE SUBDIVISION KNOWN AS JAMES H. REES' IN THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT GRANT FROM W. WOOD PRINCE AND JAMES F. DONOVAN, AS TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT, TO MC INTYRE CHEMICAL COMPANY, LTD., A CORPORATION OF DELAWARE DATED JUNE 22, 1977 AND RECORDED JULY 6, 1977 AS DOCUMENT NUMBER 24000697 FOR PASSAGEWAY OVER THAT PART OF THE EAST 1/2 OF VACATED SOUTH ST. LOUIS AVENUE LYING EAST OF AND ADJOINING PARCEL 2, AND 66 FOOT VACATED SOUTH ST. LOUIS AVENUE LYING NORTH OF THE NORTH LINE OF PARCEL 2 EXTENDED EAST TO THE EAST LINE OF SAID VACATED SOUTH ST. LOUIS OF WEST 47TH STREET IN THE SUBDIVISION KNOWN AS JAMES H. REES' IN THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

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