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THIS INDENTURE, made this 12th day of May, 1986, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 1st day of October, 1975, and known as Trust Number 38031, party of the first part, and LaSalle National Bank, a National Banking Association, 135 South LaSalle Street, Chicago, Illinois 60090 as Trustee under the provisions of a certain Trust Agreement, dated the 27th day of November, 1979, and known as Trust Number 10-36225-09, party of the second part, WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100 (\$10.00) ----- Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

See Legal Description Rider Attached Hereto and Made a Part Hereof

Parcel 1 Parcel 2  
P.I.N. 17-34-119-048-0000 and 17-34-119-049-0000  
Volume 525

25587.50 Per

together with the tenements and appurtenances thereunto belonging

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

THE TERMS CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF

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

This deed is executed by the party of the first part, as Trustee, as of record, pursuant to direction and in the exercise of power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of all other power and authority thereunto enabling. This deed is made subject to the terms of all trust deeds and/or mortgages on said real estate, if any, recorded or registered in said county

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal, to be hereunto affixed and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
as Trustee, as aforesaid, and not personally.

By: *[Signature]* VICE PRESIDE

Attest: *[Signature]* ASSISTANT SECRETARY



COOK COUNTY, ILLINOIS  
REAL ESTATE TRANSACTION TAX  
STAMP MATR 86  
7 5 9.2 5

STATE OF ILLINOIS  
COUNTY OF COOK

the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing is a true and correct copy of the original as the same was presented to me by the said American National Bank and Trust Company, Chicago, a national banking association, duly organized and existing under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 1st day of October, 1975, and known as Trust Number 38031, party of the first part, and LaSalle National Bank, a National Banking Association, 135 South LaSalle Street, Chicago, Illinois 60090, as Trustee under the provisions of a certain Trust Agreement, dated the 27th day of November, 1979, and known as Trust Number 10-36225-09, party of the second part, WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100 (\$10.00) ----- Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

This instrument prepared by:

American National Bank and Trust Company  
135 South LaSalle Street  
Chicago, Illinois 60090

*[Signature]*  
5/12/86

DELIVERY  
NAME: *Kal & Knapp*  
STREET: *111 W Washington*  
CITY: *Chicago, IL 60646*  
OR

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
3400 South Indiana Avenue  
Chicago, Illinois

# UNOFFICIAL COPY

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 resubdivide 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 in trust and 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 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 presenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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, 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 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 easement 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 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 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 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 (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 vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, 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 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 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.

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 or such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee 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.

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**PARCEL 1:**

LOTS 1 THROUGH 9 INCLUSIVE IN BOWERS AND LIEBRANDT'S RESUBDIVISION OF LOTS 1 TO 5 INCLUSIVE IN BLOCK 7 IN J. WENTWORTH'S SUBDIVISION OF SOUTH 60 ACRES OF WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

**PARCEL 2:**

LOTS 6 THROUGH 20 INCLUSIVE IN BLOCK 7 IN J. WENTWORTH'S SUBDIVISION OF SOUTH 60 ACRES OF WEST 1/2 OF NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

**PARCEL 3:**

ALL OF THE NORTH-SOUTH VACATED ALLEY, GENERALLY 10 FEET WIDE, LYING WEST AND NORTH WEST OF LOTS 4 TO 9 BOTH INCLUSIVE, AND LYING EAST AND SOUTH EAST OF LOT 3, WHICH LIES SOUTH OF NORTH LINE OF SAID LOT 4, EXTENDED WEST, AND LIES NORTH OF SOUTH LINE OF EAST AND WEST PUBLIC ALLEY, GENERALLY 14 FEET WIDE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 3 BOTH INCLUSIVE ALL IN BOWERS AND LIEBRANDT'S RESUBDIVISION AFORESAID; ALSO

**PARCEL 4:**

ALL OF THE EAST-WEST VACATED ALLEY GENERALLY 14 FEET WIDE, LYING SOUTH AND SOUTH EAST OF LOTS 1, 2 AND 3 WHICH LIES EAST OF WEST LINE OF SAID LOT 1, EXTENDED SOUTH AND LIES WEST OF THE EAST LINE OF SAID LOT 3 EXTENDED SOUTH, ALL IN BOWERS AND LIEBRANDT'S RESUBDIVISION AFORESAID ALL IN SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO:

MORTGAGE DATED NOVEMBER 7, 1975 AND RECORDED DECEMBER 11, 1975 AS DOCUMENT 23321140 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1975 AND KNOWN AS TRUST NUMBER 38031 TO H. F. PHILIPSBORN AND COMPANY, TO SECURE A NOTE FOR \$3,673,800.00.

SUPPLEMENTED BY MORTGAGE DATED OCTOBER 4, 1977 AND RECORDED OCTOBER 18, 1977 AS DOCUMENT 24152246 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1975 AND KNOWN AS TRUST NUMBER 38031 H. F. PHILIPSBORN AND COMPANY TO SECURE A NOTE FOR \$67,000.00 AND CONSOLIDATED BY AGREEMENT DATED OCTOBER 4, 1977 AND RECORDED OCTOBER 18, 1977 AS DOCUMENT 24152245 TO SECURE AS DOCUMENT 24152245 TO A TOTAL AMOUNT OF \$3,740,800.00

ASSIGNED TO GOVERNMENT NATIONAL MORTGAGE ASSOCIATION BY DOCUMENT DATED MARCH 17, 1978 AND RECORDED MARCH 17, 1978 AS DOCUMENT 24367463

ASSIGNED TO THE RIGGS NATIONAL BANK OF WASHINGTON D. C. BY INSTRUMENT RECORDED OCTOBER 17, 1983 AS DOCUMENT 26823362.

UNRECORDED LEASE MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1975 AND KNOWN AS TRUST NUMBER 38031 TO EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 27, 1979 AND KNOWN AS TRUST NUMBER 36228, DATED DECEMBER 7, 1979 AS DISCLOSED BY REGULATORY AGREEMENT RECORDED AS DOCUMENT 26184515 NOTED AT EXCEPTION 11 ABOVE, DEMISSING THE LAND FOR AND UNDISCLOSED TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE OR BY ANY PARTY CLAIMING BY THROUGH OR UNDER SAID LESSEE.

MATTERS ARISING THROUGH, OUT OF OR IN CONNECTION WITH LESSEE'S ACTS.

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CONTINUATION OF  
LEGAL DESCRIPTION RIDER  
ATTACHED TO TRUSTEE'S DEED IN TRUST  
DATED May 12, 1986

REGULATORY AGREEMENT DATED DECEMBER 7, 1979 AND RECORDED MARCH 26, 1982 AS DOCUMENT 26184515 MADE BY AND BETWEEN EXCHANGE NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 36228, CHEVY ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP M. M. HARRIS MANAGEMENT LTD AN ILLINOIS CORPORATION AND THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN.

REGULATORY AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO RECORDED DECEMBER 11, 1975 AS DOCUMENT 23312741 AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.

GENERAL REAL ESTATE TAXES FOR THE YEAR 1985 AND SUBSEQUENT YEARS.

SPECIAL ASSESSMENTS OR TAXES ARISING AFTER JUNE 12, 1984, IF ANY.

PARTY WALL AGREEMENT RECORDED WITH THE COOK COUNTY ILLINOIS RECORDER OF DEEDS ON OCTOBER 22, 1983 AS DOCUMENT NO. 502852 AND PARTY WALL RIGHTS ON SOUTH SIDE OF DEMISED PREMISES.

GRANT MADE BY NATIONAL BOULEVARD BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1969 KNOWN AS TRUST NO. 3064 TO THE COMMONWEALTH EDISON COMPANY RECORDED WITH THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS ON OCTOBER 16, 1970 AS DOCUMENT NO. 21291772