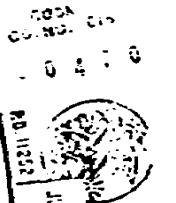


UNOFFICIAL COPY

DEED IN TRUST

(ILLINOIS)

(The Above Space For Recorder's Use Only)



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
JUN-986  
525.00

STATE OF ILLINOIS  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE  
JUN-986  
525.00

STATE OF ILLINOIS  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE  
JUN-986  
525.00

STATE OF ILLINOIS  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE  
JUN-986  
525.00

86231873

DIII  
70-3-940

THE GRANTOR Jetco Properties, Inc., a Delaware corporation  
of the County of Cook and State of Illinois for and in consideration  
of Ten and 00/100 Dollars,  
and other good and valuable considerations in hand paid, Conveys and (WARRANT/QUIT CLAIM)\* unto  
Pioneer Bank and Trust Company  
of Chicago, Ill., as Trustee under the provisions of a trust agreement dated the 1st day of February  
1986, and known as Trust Number 24407 (hereinafter referred to as "said trustee," regardless of the number  
of trustees.) and unto all and every successor or successors in trust under said trust agreement, the following described real estate  
in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and hereby made a part hereof.

11 00

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or  
any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said  
property 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 premises 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 property, or any part thereof; to lease said property, or any part thereof, from  
time to time, in possession or reversion, by leases to commence in praesenti 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 198 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 premises and to contract respecting the manner of fixing the amount of present  
or future rentals; 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 or easement appurtenant  
to said premises or any part thereof; 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 dealing with said trustee in relation to said premises, or to whom said premises or any part  
thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, 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 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereafter; (c) that said trustee 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 successor 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.

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 limita-  
tions," 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal, this 1st  
day of June, 1986 Jetco Properties, Inc.

(SEAL) [Signature] Vice President (SEAL)

(SEAL) [Signature] Assistant Secretary (SEAL)

COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
525.00

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ralph E. Brown and Carl J. Buss  
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 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 official seal, this 1st day of June, 1986  
Carol S. Maxwiler  
NOTARY PUBLIC

WARRANT OR QUIT CLAIM AS PARTIES DESIRE

Grantee's Address: 4000 W. North Avenue  
Chicago, IL 60607

ADDRESS OF PROPERTY:  
NNC Roselle & Wise Roads

Name: Rosenthal & Schanfield

Schaumburg, Illinois  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEED  
SEND SUBSEQUENT TAX BILLS TO:

Address: 55 E. Monroe St.

City: Chicago, IL 60603

Attorney: Steven Blumhardt

UNOFFICIAL COPY

Deed in Trust

TO

GEORGE E. COLE®  
LEGAL FORMS

Property of Cook County Clerk's Office

Exhibit A

Lot 18255 (except the east 143 feet of the north 223 feet and the north 25 feet of the west 152 feet of the east 295 feet thereof) in Section 3, Weatherfield Unit Number 18, being a Subdivision in the south west 1/4 of Section 27, Township 41 North, Range 10 east of the Third Principal Meridian, in Cook County, Illinois.

**P/A #**  
Subject to the following:

- a. General taxes for the year 1985 and subsequent years;
- b. All special assessments levied or confirmed after the date hereof, provided said assessments are not due and payable as of closing and are for improvements not completed as of closing;
- c. Easement over the west 65 feet of the east 208 feet of the south 198 feet of the north 223 feet and also the south 25 feet of the north 50 feet of the west 87 feet of the east 295 feet of Lot 18255, aforesaid, for the benefit of adjoining land north and east of said easement described as the east 143 feet of the north 223 feet and also the north 25 feet of the west 152 feet of the east 295 feet of Lot 18255, aforesaid, as set forth in the Memorandum of Lease dated August 25, 1977 and recorded November 8, 1977 as Document 24185333 and re-recorded August 16, 1978 as Document 24586517;
- d. Right of way for drainage tiles, ditches, feeders and laterals;
- e. A restriction and covenant, which shall run with the land for a period of ten (10) years after the date of recording of this deed to Grantee that without the prior written consent of Jewel Companies, Inc., a New York corporation, the Premises nor any part thereof shall not be used or occupied for the operation of any of the following:
  - i. a supermarket or grocery store;
  - ii. a prescription pharmacy or so-called drugstore; or
  - iii. a business primarily engaged in the sale of food (except restaurants), or health and beauty aids (including, but not by way of limitation, cosmetics), or non-prescription drugs, or any combination of the foregoing.
- f. A restriction and covenant, which shall run with the land for a period of ten (10) years after the date of recording this deed to the grantee, that without the prior written consent of Jewel Companies, Inc., a New York corporation the linear shelf space on the Premises or any part thereof devoted to the sale or display of food, health and beauty aids (including, but not by way of limitation, cosmetics) and non-prescription drugs in the aggregate shall not exceed three hundred (300) linear feet.