

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **Jean L. Homeyer, a spinster** 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 **S** and **Warrant** S 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 **11th** day of **December 1978**, and known as Trust Number **45250**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

See attached legal description

COOK COUNTY, ILLINOIS
REGISTER FOR RECORD

1986 JUN 30 PM 1:20

86267041

Prepared by:

**Alexandra R. Cole
Antonow & Fink
111 East Wacker Drive
Chicago, Illinois 60601**

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 to improve, mortgage, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to public use and substitution of part thereof, to redivide 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 present or in future and upon any terms and for any period or periods of time, and exercising 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 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 making, holding 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 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 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, as 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, 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 thereto, if any, and binding upon all beneficiaries hereunder, so that said Trustee or any successor in trust was fully authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (b) 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 conditions that neither American National Bank and Trust Company of Chicago, 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 any Trust Agreement or any amendment thereto or for injury to persons 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 as if the Trustee shall have no obligation whatsoever with respect to 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 whatsoever 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 several, parts and interests 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 an interest in controlling, selling 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 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.

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 her hand.

Seal this 21st day of April, 1982
 (Seal) Jean L. Homeyer (Seal)
 (Seal) Jean L. Homeyer (Seal)

STATE OF ILLINOIS } I MAXINE J. PEARSON, a Notary Public in and for said
 County of COOK } ss. County, in the State aforesaid, do hereby certify that Jean L. Homeyer,
a spinster

personally known to me to be the same person, whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 seal this 27th day of April, A.D., 1982
Maxine J. Pearson Notary Public

My commission expires 11-30-84

70 60 120 D1

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS
 A TRANSACTION EXEMPT FROM TAXATION UNDER THE
 CHICAGO TRANSACTION TAX ORDINANCE BY PARAGRAPHS
 OF SECTION 200-1-286 OF SAID ORDINANCE.
 Date 4/27/82 Alexandra R. Cole

This space for affixing Riders and Revenue Stamps

Alexandra R. Cole

12.00

Document Number
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LEGAL DESCRIPTION

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, (AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE FIFTH DAY OF JUNE, 1972 AS DOCUMENT NO. 21925515) AT A POINT WHICH IS 768.878 FEET, MEASURED ALONG SAID EAST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID EAST LINE, (EXTENDED SOUTH) WITH THE NORTH LINE OF EAST RANDOLPH STREET, (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 11TH DAY OF DECEMBER, 1979 AS DOCUMENT NO. 25276446), AND RUNNING

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. COLUMBUS DRIVE (SAID PERPENDICULAR LINE BEING ALSO THE NORTH LINE OF THE ARCADE LEVEL PARK AS SAID ARCADE LEVEL PARK IS LOCATED AND DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 17TH DAY OF SEPTEMBER, 1969), A DISTANCE OF 339.508 FEET TO A POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE CONTINUING EAST ALONG SAID PERPENDICULAR LINE A DISTANCE OF 74.798 FEET;

THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 146.625 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 74.798 FEET TO AN INTERSECTION WITH A LINE 339.508 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE OF SAID NORTH COLUMBUS DRIVE, 110 FEET WIDE; AND

THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 146.625 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,967 SQUARE FEET OF LAND, MORE OR LESS.

EXCEPTING THEREFROM THE LAND, PROPERTY AND SPACE REQUIRED TO BE DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITY PURPOSES PURSUANT TO SAID AMENDATORY LAKE FRONT ORDINANCE.

BUT RESERVING ALL OF THE RIGHTS AND EASEMENTS OF ILLINOIS CENTRAL RAILROAD COMPANY, AS SET FORTH IN SAID AMENDATORY LAKE FRONT ORDINANCE FOR THE PLACING OF STRUCTURE FOUNDATIONS AND SUPPORTS IN SUCH PORTIONS OF SAID PROPERTY TO BE DEDICATED AND CONVEYED TO THE CITY OF CHICAGO.

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PIN # 17-10-318-004 NO

Vacant land in Union Center on East Wacker Drive

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Affidavit - Metes and Bounds

STATE OF ILLINOIS

COUNTY OF COOK

s.s.

Document #

Alexandra R. Cole

, being duly sworn on oath,
states that she resides at 2626B Prairie Avenue, Evanston, Illinois 60201

That the attached deed is not in violation
of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
- ③. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED

AFFIANT further states that she makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Alexandra R. Cole
Alexandra R. Cole

SUBSCRIBED and SWORN to before me

this 27th day of May, 1982.

Phyllis L. Stinson
NOTARY PUBLIC

86267041

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