# UNOFFICIAL COPY ( Cage)

WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, Zenith Electronics Corporation, a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois man for and in consideration of TEN and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto the Chicago Title and Trust Company, on a corporation of Illinois, whose address is 111 West Washingtons Street, Chicago, Illinois 60602, as Trustee under the provisions of a trust agreement dated the 1st day of January, 1987, known as Trust Number 1089472 the following described real estace in the County of Cook and State of Illinois, to-wit:

Lot ) in Park Central Subdivision in the South West 1/4 of Section 29 and the North West 1/4 of Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, lying East of the Illinois State Toll Highway and Southwesterly of Milwaukee Wenue in Cook County, Illinois.

04-29-301-004-0000 PIN:

04-32-100-010-0000 04-32-100-011-0000

04-32-104-005-0000

1000 Milwauree Avenue Address:

Glenview, Illinois 60025

See Exhibit a Subject To Clause, attached herets and incorporated Subject to:

herein by reference.

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 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 other-wise 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 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 reversion 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

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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 obligated 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 crust 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 buneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and de-liver 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 presensor in trust.

The interest of each and every teneficiary 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 limitations", or words of similar import in accordance with the statute in such case made and provided.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its \_\_\_\_\_\_\_ President, and attested by its \_\_\_\_\_\_ Secretary, this \_\_\_\_\_\_ day of February, 1987.

ZENITH ELECTRONICS CORPORATION

IMPRESS CORPORATE SEAL HERE

BY: aytain uco President

Attest

By: Many Sallery

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STATE OF ILLINOIS )

COUNTY OF COOK )

Nanci C. Stanton a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY personally known to me to be President of Zenith Electronics Corporation, a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, and Dennis J. Waldeck personally known to me to be the \_\_\_\_\_\_ Secretary of said personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of February, 1987.

NANCI C. STANTON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/29/90

Notary Public

Commission Expires: 10/29/90\*\*\*

V:

THIS INSTRUMENT WAS PREPARED BY: John E. Reinert Gardner, Carton & Douglas One First National Plaza Chicago, IL 60603-2085

MAIL TO AFTER RECORDING: Box 179

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#### EXHIBIT A

Subject to Clause

#### Subject to:

Right of way for drainage tiles, ditches, feeders and laterals and underground pipes, if any;

Easement in, upon, under, over, and along the Southwesterly line of Milwaukee Avenue of the land to construct, operate, maintain, replace and remove an underground communication system of such cables, wires, conduit, manholes, surface testing-terminals, markers and associated equipment for the purpose of serving the land and other property with telephone service as created by Grant to the Illinois Bell Telephone Company and Central Telephone Company of Illinois and recorded May 31, 1972 as Document 21920604;

d Feb 12. Declaration of protective covenants dated fell, 1987 as 1987 and recorded fell for 1987 as Document 70994/ made by Zenith Electronics Corporation, a corporation of Delaware, and Chicago Title and Trust Company, as Trustee under Trust Agreement dated January 1, 1987 and known as Trust No. 1089(1) relating to construction, open space, use and conservation; and

ed Olyny Clarks General taxes for 1986 and subsequent years.

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Collny Clork's Office