

UNOFFICIAL COPY

DEED IN TRUST

88-600237

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Socalco, INC. of the City of Los Angeles and State of California, for and in consideration of the sum of Ten and No Cents... 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 1st day of December 1988, and known as Trust Number 107183-02 the following described real estate in the County of Cook and State of Illinois, to wit: See Exhibit "A" attached hereto and incorporated herein by reference. And subject to the following permitted exceptions as contained in Exhibit "B" attached hereto and incorporated herein by reference.

P. I. N. : 14-29-404-001/002/003/004/005/006/007/008 14-29-403-003

88-600237

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 inspect, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to locate any subdivision or part thereof, and to rehabilitate said real estate as often as desired, to contract to sell, to grant options to purchase, in all or any terms, to convey either with or without reservation, to curtail said real estate or any part thereof in a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, lease or otherwise encumber said real estate, or any part thereof, or to lease, to subdivide, to contract to sell, to grant options to purchase, to convey, to grant, to lease, to mortgage, to lease or otherwise encumber said real estate, or any part thereof, from time to time, in perpetuity or for a term not to exceed the term of 99 years, and to renew or extend leases upon any lease 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 real estate and to transmit the manner of filing the amount of present or future rentals, so partition or to exchange said real estate, or any part thereof, for other real or personal property, to erect, extend or improve any building, to release, convey or assign any right, title or interest in or about or concerning any such 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 do 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 respect 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 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 permitted 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 claiming the Register of Titles of said County, relying upon or claiming under any such conveyance, lease or other instrument, 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 terms, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereof and 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 that 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 his, 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 successors or assigns in trust shall have 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, 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 attorneys-in-fact, agents, trustees or agents for such purposes, or, at the option 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 as to the said 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 of 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 common, whole and undivided interest in the sale or other disposition of said real estate, and such interest to hereby declared to be several 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 or to the 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 above real estate above described.

If the title to any of the above real estate is now or hereafter partitioned, the Register of Titles is hereby directed not to register or file in any 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 all and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution of judgments.

In Witness Whereof, the grantor, aforesaid, has hereunto set its hand and seal the 1st day of December 1988.

Socalco, Inc. Attest: BY: [Signature] Secretary

STATE OF [Blank] County, in the State aforesaid, do hereby certify that:

personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, signed, sealed and delivered the said instrument as a 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 day of A.D., 1988. Notary Public

American National Bank and Trust Company of Chicago Box 221

933-39/949-959/1001-1003 West Diversey, Chicago, Illinois For information only insert street address of above described property.

After recording return to and... This instrument was prepared by: Jeanne D. Kelly, HOLLIDAY & COFF, 55 E. Monroe, Chicago, IL 60602

I hereby declare that the attached deed represents a transaction exempt from taxation under the Chicago Transaction Tax Ordinance by Paragraph 2 of Section 200.1-286 of said Ordinance. Date 12-27-88 Representative [Signature]

This space for affixing Riders and Revenue Stamp

* and ILL. STAFF. Ch. 120, Par. 1004 Sec. 4(e)

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CAT. NO. HN00737
TO 1046 CA (B--84)
(Corporation)

 TICOR TITLE INSURANCE

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On DECEMBER 27th 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared MARK A. SHERGWIN AND ROSALIND SUMAS personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and ROSALIND SUMAS personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
Signature Debbie E. Vitoio

↑ STARTLE HERE ↓

OFFICIAL SEAL
DEBBIE E VITOIO
NOTARY PUBLIC
LOS ANGELES COUNTY
My comm. expires AUG 11, 1991

(This area for official notarial seal)

Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1:

Lots 19 through 23 inclusive and Lot 24 (except that part thereof conveyed to Clarence Buckingham by deed dated September 17, 1895 and recorded October 7, 1895 as Document No. 2,288,080 in Book 5532, Page 148) and Lot 27 in Block 1 in Bergman and Others Subdivision of the West 3/4 of Block 9 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 28 and 29 in Bergman and Others Subdivision of the West 3/4 of Block 9 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AND

Lots 1 and 2 in Edson's Subdivision of the East 1/2 of Blocks 10 and 13 in the Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers:	14-29-404-001 (Affects Lot 19)	Volume: 490
	14-29-404-002 (Affects Lot 20)	
	14-29-404-003 (Affects Lot 21)	
	14-29-404-004 (Affects Lot 22)	
	14-29-404-005 (Affects Lot 23)	
	14-29-404-006 (Affects Lot 24 except part conveyed to Buckingham)	
	14-29-403-007 (Affects Lot 27)	
	14-29-404-008 (Affects Lot 28 and 29)	
	14-29-403-003 (Affects Lots 1 and 2)	

Commonly known as: Diversey/Sheffield
Chicago, Illinois

933-1003 W. Diversey Parkway
Chicago, Illinois

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EXHIBIT 2
Permitted Exceptions

Diversey

1. General taxes not due and payable as of date of closing.
2. A mortgage to secure an indebtedness of the amount stated herein.
Mortgagor: Socalco, Inc.
Mortgagee: MONY Pension Insurance Corporation
Dated : February 27, 1984
Amount : \$1,275,000.00
Recorded : March 9, 1984 Document: 27,000,232

As modified by Modification Agreement recorded March 16, 1984 as Document 27,008,341; and as assigned by document referred to in Item 9 below.

3. A collateral assignment of leases.
Assignor: Socalco, Inc.
Assignee: MONY Pension Insurance Corporation
Recorded: March 9, 1984 Document: 27,000,233

As modified by Modification Agreement recorded March 16, 1984 as Document 27,008,341; and as assigned by document referred to in Item 9 below.

4. Rights of parties in possession under the following unrecorded leases:

- 1) Fabricare Chicago
- 2) U.S. Post Office
- 3) Copy Shop
- 4) Angelo's Beef N Dogs II
- 5) Remco-Alphanomics
- 6) Peaches Records & Tapes
- 7) Computerland
- 8) Happi Sushi Delight

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H473R # A 88-400237
COOK COUNTY RECORDER

5. Acts by, through or under Purchaser.
6. Memorandum of lease affecting the land, executed by and between the following parties for the term and upon the terms, covenants and conditions therein provided.
Lessor : Oaklawn Promenade
Lessee : Trak Auto East Corporation
Dated : March 14, 1986 Term : Not given
Recorded : April 22, 1986 Document : 86,156,256
7. Non-disturbance, Attornment and Subordination Agreement entered into between Trak Auto East Corporation, Oaklawn Promenade and Southern California Savings and Loan Association recorded April 22, 1986 as Document 86,156,257.
8. Non-disturbance, Attornment and Subordination Agreement entered into between Trak Auto East Corporation, Oaklawn Promenade and Land of Lincoln Savings and Loan recorded February 18, 1987 as Document 87,094,475.
9. Assignment of Mortgage and Other Loan Documents
Assignor: Mony Pension Insurance Corporation
Assignee: Mutual Life Insurance Company of New York
Recorded: November 9, 1988 Document: 88,518,914

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