

TRUSTEE'S DEED
IN TRUST

UNOFFICIAL COPY

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FORM 3833

The above space for recorders use only

THIS INDENTURE, made this 15th day of November, 1989, 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 19th day of April, 1961, and known as Trust Number 16392, party of the first part, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 North LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of November, 1989, and known as Trust Number 109587-00, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten & 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: 2452 11/28/89 15:59:00 #0487 + *-89-566440

See rider attached hereto and made a part hereof.

P.I.N. 17-05-126-006

Subject to: covenants, conditions and restrictions of record; private, public and utility easements and roads and highways; party wall rights and agreements; general taxes for the year 1989 and subsequent years; and Air Rights lease between Trustee and Scadron Enterprises dated 6/24/88.

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

The said grantor hereby expressly waives and releases any and all right of her profit 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.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the 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 every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon 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 hereto 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]
MICHAEL WREHLEN
VICE PRESIDENT
Peter Johansen
ASSISTANT SECRETARY

Attest _____



STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY

CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said national banking association caused the corporate seal of said national banking association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

THIS INSTRUMENT
PREPARED BY:
J. Michael Whelan

Given under my hand and Notary Seal,

11/20/89

Date

Notary Public

[Signature]

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
33 NORTH LA SALLE STREET
CHICAGO, ILLINOIS
My Commission Expires 12/26/90

This space for affixing riders and revenue stamps

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Document Number

American National Bank and Trust Company of Chicago
Box 221

600 N. Kingsbury, Chicago IL 60610

For information only insert street address of above described property.

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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 present 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 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 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 as such, but only an interest in earnings, avails 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.

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3. LEGAL DESCRIPTION:

That part of Block 3 in the Assessor's Division of the Kingsbury Tract in the East half of the Northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois lying Southwesterly of the Southwesterly line of Kingsbury Street; lying Easterly of the Easterly dock line of the North Branch of the Chicago River; lying Northwesterly of a line (being the center of a 21 inch party wall) drawn from a point on the Southwesterly line of Kingsbury Street said point being 343 feet Southwesterly of the intersection of said Southwesterly line, with a line drawn East and West parallel with and 3 feet North of the center line of North Ontario Street as now laid out (measured on the Southwesterly line of said Kingsbury Street) to a point on the dock line of the East bank of the North Branch of the Chicago River, said point being 251.0 feet Northwesterly from the intersection of the North line of Indiana Street (Grand Avenue) with said dock line (measured along said East dock line) and lying South and East of the following described line; beginning at a point on the Westerly line of Kingsbury Street, said point being the intersection of said Kingsbury Street and a line 113.5 feet South of the prolongation of the South line of the North half of Block 4 of said Assessor's Division of said Kingsbury Tract (measured at right angles thereto), thence West parallel with the prolongation of said South line of the North half of said Block 4 a distance of 167.0 feet, thence South perpendicular to the last described line 12.0 feet, thence West perpendicular to the last described line to the East dock line of the North Branch of the Chicago River, all in Cook County, Illinois.

PERMANENT INDEX NO. 17-09-126-006

Clerk's Office

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