

UNOFFICIAL COPY

TRUST TO TRUST

89048978

Indenture, made this 11th day of January, 1989, between LaSalle National Bank, a national banking association, Chicago, Illinois, as Trustee under the provisions of a Deed of Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 15th day of November, 1977, and known as Trust Number 10-33226-09 of American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dtd January 1, 1989 & known as Trust No.107354-05

(Address of Grantee(s): 33 North La Salle Street, Chicago, Illinois 60690

Witnesseth, that said party of the first part, in consideration of the sum of Ten Dollars and no/100ths Dollars (\$ 10.00) and other good and valuable

considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

Lots 1, 2, 3, 4 and 5 in Block 43 in Ogden's Addition to Chicago in the North East 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any, party wall rights and agreements, if any; Lease made January 31, 1983, by and between Kenmark Industries, Inc., as Lessor and S & B Finishing Co., Inc., as Lessee, for the entire second and third floors and paint vault of the building located on the Real Estate for a term commencing February 1, 1983, and ending January 31, 1986, with three (3) one (1) year options extend; any lease by and between Seller and Buyer; taxes for any years which are not due and payable prior to Closing; that certain building court case entitled "The City of Chicago v. Exchange National Bank of Chicago Trust #33226 and X. Marks," known as Case No. 87 ML-401393, and any building or other code violations alleged therein; acts done or suffered by Buyer; and general taxes for the year 1988 and subsequent years.

Property Address: 700 North Carpenter, Chicago, Ill. Permanent Index Number: 17-08-205-012; 17-08-205-013; 17-03-205-014 together with the tenements and appurtenances therunto belonging.

To Have And To Hold the same unto said party of the second part as aforesaid and to the proper use, benefit and behoof of said party of the second part forever. This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. The powers and authority conferred upon said trust grantee are recited on the reverse side hereof & incorporated herein by reference. This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This Deed is made subject to the lien of every Trust Deed or Mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has caused this Deed to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

Attest:

LaSalle National Bank as Trustee as aforesaid,

Assistant Secretary

By Assistant Vice President

after recd mail to C.L. Michael, Jr. Attn: 1200 - 55 W. Monroe Chicago 60603 LaSalle National Bank Real Estate Trust Department 135 South LaSalle Street Chicago, Illinois 60690

This instrument was prepared by: Corinne Bek (hd)

12:00

REAL ESTATE TRANSACTION TAX Cook County

89048978

Box 333

71-90-368 03 4442 1/31/89

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX

SS:

I, Harriet Denisewicz

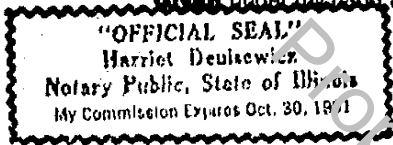
a Notary Public in and for said County

in the State aforesaid, **Do Hereby Certify** that Corinne Bek

Assistant Vice President of LaSalle National Bank, and Rita Slimm Welter

Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he is custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of January A.D. 19 89



Harriet Denisewicz
Notary Public

To have and to hold the said premises with the appurtenances, upon the trusts and for 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 execute 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, 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 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 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 thereunder, (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 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.

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 limitations," or words of similar import, in accordance with the statute in such cases made and provided.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 JAN 31 PM 7:49

89048978

Box No.

TRUSTEE'S DEED

Address of Property

LaSalle National Bank

Trustee
To

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60600

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