# UNOFFICIAL COPY 7 1 9101437

171249-1.TD 012591

PREPARED BY AND AFTER
RECORDING RETURN TO:
STEPHEN A. MALATO, ESO.
Hinshaw, Culbertson, Moelmann,
Hoban & Fuller
222 North LaSalle Street
Chicago, Illinois 60601

91044371

Property Address:

PIN:

20 North Wacker Drive Chicago, Illinois 17-09-452-001

DEPT-01 RECORDING

T41111 TRAN 6657 01/29/91 16:12:00 +3831 + \*-91-044371

COOK COUNTY RECORDER

TRUSTEE'S DEED

CHICAGO TITLE & TRUST COMPANY, an Illinois corporation, not personally but solely as Trustee pursuant to Trust Agreement dated April 15, 1983 and known as Trust No. 1082500, whose address is 111 West Washington Street, Chicago, Illinois 60603, ("Grantor"), in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00), the execution of extension and modification agreement dated November 20, 1990 ("Modification Agreement") recorded Recorder's Office of Cook County, Illinois as Document Number , 1991 recorded in the Recorder's Office of Cook County, Illinois as Document Number 9104 ("Amendment") among Grantor, THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, is One Tower Square, Hartford, Connecticut ("Grantee") and DINO J. D'ANGELO ("Beneficiary") and the release of Grantor and Beneficiary but only to the extent and as provided in the Modification Agreement and the Amendment from personal liability pursuant to first mortgage note executed on April 29, 1985 in the principal sum of SIXTY FLYE MILLION AND NO/100 DOLLARS extended (\$65,000,000.00), which note as and modified Modification Agreement, as amended by the Amendment, is herein referred to as "Note" and mortgage securing sold Note bearing even date therewith and recorded in the Recorder's Office of Cook Illinois as Document No. 27529063, which mortgage as extended and modified by the Modification Agreement, as amended by the Amendment, is herein referred to as "Mortgago" and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, does heleby sell, grant and convey to Grantee, its successors and assigns, the real property commonly identified as 20 North Wacker Drive, Chicago, County of Cook, Illinois, and legally described on Exhibit "A" attached hereto together with all improvements thereon and all easements and appurtenances thereto, subject to the lien of Mortgage and other security documents executed in connection with the Note in favor of Grantee, unpaid real estate taxes, easements, restrictions and other matters of record, and the rights of parties in possession.

This Trustee's Deed is an absolute conveyance and grant of title, Grantor having sold and conveyed the above-described real property and all improvements thereon and all easements and appurtenances thereto to Grantee for a fair and adequate consideration.

BOX 15 NTS MYK (19183) Exempt under Real Estate Transfer Act S

92934371

# **UNOFFICIAL COPY**

I Walter Comment

17012028

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Grantor further declares that (a) this conveyance is freely and fairly made, executed and delivered pursuant to the terms and conditions of the Modification Agreement as amended by the Amendment, (b) that there are no agreements, oral or written, other than this Trustee's Deed and the Modification Agreement and Amendment (and all documents referred to therein and executed in connection therewith), with respect to the premises described above, and (c) that a fair and adequate consideration has been given for Grantor's waiver of all redemption and cure rights permitted by law as more fully set forth in the Modification Agreement and Amendment.

It is expressly understood and agreed that the execution and delivery of this instrument and conveyance shall not in any manner be deemed to be a merger with or the extinguishment of the Mortgage and further that the indebtedness evidenced by the Note and all amounts due to the Grantee thereunder and pursuant to the Mortgage and the Modification Agreement and Amendment shall be, remain and continue to be due and payable to the Grantee according to the terms and conditions of the Note, Mortgage, Modification Agreement and Amendment. Notwithstanding anything herein to the contrary, (i) the premises herein described shall be and remain subject to the Mortgage until the same shall be sold at foreclosure sale or discharged by Grantee through a recorded written instrument; (ii) the execution and delivery of this instrument and conveyance is and shall be construed as the commant of the Grantee to refrain from any enforcement of personal liability against the Grantor.

This Deed is executed by the Grantor, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in 1c by the terms of a Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this AS day of January, 1991.

> CHICAGO TITLE & TRUST COMPANY, at Illinois corporation, not personally but solely as

Trustee aforesaid/

ATTEST:

Title: ASST, VICE PRESIDENT

Exempt from Illinois transfer tax pursuant to Ch. 120, sec. 4, par. 1004 of Ill. Rev.

Stat., as amended

# Property of Cook County Clerk's Office

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that ORA LONGON, ASST. Secretary of CHICAGO TITLE & TRUST COMPANY, an Illinois corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as helf and ASST. SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Grantor, for the uses and purposes therein set forth; and the said asst. SECRETARY, did also then and there acknowledge that as custodian of the corporate seal of Trust, (s) he did affix the said corporate seal thereof to said instrument as helf own free and voluntary act, and as the free and voluntary act of Grantor, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 200 day of January, 1991.

Notary Public

My Commission Expires:

"OFFICIAL SFALL
Lynda S. Barrie
tictary Public, State of Hilnols
L' Commission Expires 4/2/4

92014371

SITSOFFICE

# **UNOFFICIAL COPY**

ARZA JANYA MARIA M

UNOFFICIAL COPY,

## EXHIBIT "A"

### LEGAL DESCRIPTION

Lots 1 and 2 in the County Clerk's Division of Block 52, Original Town and Wharfing Privileges according to the map thereof recorded May 10, 1878, in Book 13 of plats, at Page 90, in the Recorder's Office of Cook County, Illinois, except that part lying West of the Westerly line of the property conveyed by Deed recorded August 2, 1913, as Document No. 5,237,569 (said line also being the Westerly face of the Dock or Wharf on the East Bank of the Chicago River as shown on survey made by the City of Chicago Bureau of Surveys, dated June 18, 1913), in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 17-09-452-001

Volume: 510

91014371