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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **PACCAR Inc**, a Delaware corporation of the County of **King** and State of **Washington**, for and in consideration of the sum of **Ten and no/100ths** -----Dollars (\$**10.00**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Warrants 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 **15th** day of **May** **19 92**, and known as **Trust Number 115529-38**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

See Legal Description attached hereto as Exhibit A.

Subject only to the permitted exceptions attached hereto as Exhibit B.

See Assumption of Risk and Release attached as Exhibit C and by this reference incorporated herein.

EXEMPT UNDER PROVISIONS OF PARAGRAPH           
 SEC. 200. 1-2 (B-6) OR PARAGRAPH          SEC. 200.  
 1-4 (B) OF THE CHICAGO TRANSACTION TAX  
 ORDINANCE.

6-25-92 B. Mark  
 DATE BUYER, SELLER OR REP.

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 accept, 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 redivide said real estate as often as desired to contract to sell or grant without to purchase to sell in any terms in which either with or without consideration to convey said real estate or any part thereof to a purchaser to purchase to trust and to grant to such purchaser or purchasers in trust all of the estate powers and authorities vested in said Trustee to donate to charities 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, to purchase or receive by lease to commence in present or in future and upon any day and for any period or periods of time not exceeding in the case of any single lease 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 in contract to lease and to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and in contract to purchase the whole or any part of the premises or to purchase or to exchange said real estate or any part thereof, for other real or personal property in gross or in trust, to release money or assign any right, title or interest in or about or in connection with said real estate or any part thereof, 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 in full with the same, whether similar to or different from the uses above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee or any purchaser or 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 purchaser or trust be obliged to see to the application of any purchase money, rent or money borrowed or advanced in said real estate, but he shall be obliged to see that the terms of this trust have been complied with and he shall be obliged to inquire into the authority, necessity or expediency of any act of said Trustee or any purchaser or trust in relation to the real estate or any part thereof, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee or any purchaser or trust or relation to said real estate shall be conclusive evidence in favor of every person including the Register of Titles of said county, relying upon or claiming under any such mortgage, lease or other instrument, at that time of the delivery thereof, that the Trust created by this instrument and by said Trust Agreement was in full force and effect. It is the duty of every purchaser or trust in relation to said real estate to inquire into the conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, and that said Trustee or any purchaser or trust was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and if, at the time the same is made in a purchase or mortgage in trust, that such mortgage or purchase in trust have been properly executed and are fully vested with all the title estate rights, powers, authorities, duties and obligations of the kind of their predecessors 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 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 Indenture or said Trust Agreement or any amendment thereto, or for injury to person or property happening to or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or assigned into the Trustee in connection with said real estate may be enforced only by or in the name of the Trustee or 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 insofar as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof. All persons and corporations whatsoever and whomever 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 this deed or any of them shall be subject to the earnings, profits 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 or such interest as or which shall be personal property, and the attention hereof being in view in said American National Bank and Trust Company of Chicago the entire real and equitable title to the same, to 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 Register of Titles is hereby directed not to register or to issue the certificate of title or duplicate thereof, or memorial, the words "in trust" or "open resolution" or "with limitations" or words of similar import, in connection with the estate in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any real or personal estate of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor s/ PACCAR INC hereunto set its seal this 25th day of JUNE 19 92

ATTEST: [Signature] Its: Assistant Secretary  
 By: [Signature] Its: Executive Vice President

SEE NOTARY ACKNOWLEDGMENT ON REVERSE SIDE HEREOF

Notary Public in and for the County of \_\_\_\_\_ 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 \_\_\_\_\_ 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. 19 \_\_\_\_\_

Box 6

STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 DEPT. OF REVENUE  
 820.00

STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 DEPT. OF REVENUE  
 820.00

COOK COUNTY  
 REAL ESTATE TRANSACTION TAX  
 820.00

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State of Washington)  
  )SS  
County of King                  )

On this 25th day of June, 1992, before me personally appeared Michael A. Tembreull and Kevin J Fay, to me known to be the Executive Vice President and Assistant Secretary of the corporation, respectively, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Linda M. DeLoe  
Notary Public

(SEAL)

Notary Public in and for the  
State of Washington, residing  
at Bellingham

My Commission Expires: 8-17-94

COOK COUNTY, ILLINOIS  
CLERK'S OFFICE

1992 JUN 25 PM 3:52

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EXHIBIT A

## LEGAL DESCRIPTION

### PARCEL 1:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 AS DOCUMENT 2530529, IN BOOK 67 OF PLATS, PAGE 44 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 727.19 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID SECTION 3, WITH A LINE WHICH IS 60.03 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, OF SAID SECTION 3, AND RUNNING THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 208.13 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 935.32 FEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 3, THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 60.03 FEET TO ITS INTERSECTION WITH THE SAID NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, THENCE NORTH ALONG SAID NORTH AND SOUTH CENTER LINE TO ITS INTERSECTION WITH A LINE WHICH IS 915.32 FEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT WHICH IS 550.57 FEET WEST FROM SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE WESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH AND HAVING A RADIUS OF 308.12 FEET, A DISTANCE OF 112.23 FEET TO A POINT WHICH IS 895.10 FEET SOUTH FROM SAID EAST AND WEST CENTER LINE AND 660.21 FEET WEST FROM SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 892.31 FEET, TO A POINT WHICH IS 870.60 FEET SOUTH FROM SAID EAST AND WEST CENTER LINE AND 718.07 FEET WEST FROM SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTH ALONG A LINE WHICH IS PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, A DISTANCE OF 162.01 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 727.19 FEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 3, AND THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 778.10 FEET TO THE POINT OF BEGINNING

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2640.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2669.37 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3. THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3, TO A POINT ON WEST LINE OF SAID SECTION 3, MEASURED 2598.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID

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SECTION 3:

PARCEL 2:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2, AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, ON APRIL 29, 1897 AS DOCUMENT 2530529 IN BOOK 67 OF PLATS, PAGE 44, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IN 7.43 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED OF SAID SECTION 3, WITH A LINE WHICH IS 687.19 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE HEREINAFTER DEFINED OF SAID SECTION 3, AND RUNNING THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 731.50 FEET TO AN INTERSECTION WITH A LINE IS 724.07 FEET WEST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 17.88 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 731.50 FEET TO A POINT ON SAID FIRST HEREIN DESCRIBED PARALLEL LINE WHICH IS 17.95 FEET NORTH FROM THE POINT OF BEGINNING; AND THENCE SOUTH ALONG SAID FIRST HEREIN DESCRIBED PARALLEL LINE SAID DISTANCE OF 17.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION 3.

THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

ALL THAT PART OF 40 FOOT PRIVATE STREET KNOWN AS WEST 44TH PLACE DESCRIBED AS FOLLOWS: :

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 AS DOCUMENT 2530529, IN BOOK 67 OF PLATS, PAGE 44 BOUNDED AND DESCRIBED AS FOLLOWS: : THE SOUTH 40 FEET OF THE NORTH 727.19 FEET OF THE SOUTH 1/2 OF SECTION 3 WHICH LIES EAST

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OF A LINE 718.07 FEET WEST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 3 AND LYING WEST OF A LINE 60.03 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 3.

PCL 3B: EASEMENT FOR INGRESS AND EGRESS OVER, UPON, ACROSS AND ALONG ALL THAT PART OF 40 FOOT PRIVATE STREET KNOWN AS WEST 44TH PLACE RECORDED SEPTEMBER 18, 1967 AS DOCUMENT 20263540 DESCRIBED AS FOLLOWS::

THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 AS DOCUMENT 2530529, IN BOOK 67 OF PLATS, PAGE 44 BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT OF INTERSECTION OF A LINE WHICH IS 687.19 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF SECTION 3 WITH A LINE WHICH IS 310.15 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 3 AND RUNNING THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINES A DISTANCE OF 40 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 727.19 FEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 3, THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 250.12 FEET TO AN INTERSECTION WITH A LINE WHICH IS 60.03 FEET EAST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 40 FEET IN ITS INTERSECTION WITH SAID LINE WHICH IS 727.19 FEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 3, THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 250.12 FEET TO THE POINT OF BEGINNING;

PARCEL 3C: EASEMENT FOR INGRESS AND EGRESS OVER, UPON, ACROSS AND ALONG ALL THAT PART OF 40 FOOT PRIVATE STREET KNOWN AS WEST 44TH PLACE RECORDED SEPTEMBER 18, 1967 AS DOCUMENT 20263539 AND RE-RECORDED AS DOCUMENT 20273958 DESCRIBED AS FOLLOWS::

THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 AS DOCUMENT 2530529, IN BOOK 67 OF PLATS, PAGE 44 BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SOUTH KILDARE BOULEVARD, A PRIVATE STREET, WITH A LINE 687.19 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 3 AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF SOUTH KILDARE BOULEVARD 40 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 727.19 FEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SAID SECTION 3, THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE 265.78 FEET TO ITS INTERSECTION WITH A LINE 310.15 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE 40 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 687.19 FEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SAID SECTION 3, THENCE EAST ALONG SAID PARALLEL LINE 265.78 FEET TO THE POB

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SPECIFICALLY EXCEPTING FROM THE FOREGOING ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN ANY SEWER, WATER, GAS AND OTHER UTILITY LINES AND FACILITIES INSTALLED ABOVE, ON OR UNDER THAT PART OF THE 40 FOOT PRIVATE STREET KNOWN AS WEST 44TH PLACE, WHICH INTEREST IS BEING CONVEYED FROM GRANTOR TO GRANTEE BY SEPARATE QUITCLAIM DEED.

Commonly known as: 4401 West 44th Place, Chicago, Illinois

Permanent Index Nos.: 19-03-400-133-0000  
19-03-400-135-0000  
19-03-400-141-0000  
19-03-400-142-0000  
19-03-400-144-0000  
19-03-400-145-0000  
19-03-400-167-0000  
19-03-400-169-0000  
19-03-400-171-0000  
19-03-400-172-0000  
19-03-400-173-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

### PERMITTED TITLE EXCEPTIONS

1. Real estate taxes not yet due and payable.
2. The recording of any deed or other instrument of conveyance of the land may be subject to Real Estate Transfer Taxes levied by the City of Chicago and is subject to:
  - a. Prior approval by the Water Commissioner and
  - b. Either Certification of Exemption from the City Building Registration Ordinance or attachment of either a Certification of Registration or a receipt from the Department of Buildings showing that the building has been registered by the Purchaser. In the absence of such approval, the Recorder of Deeds or the Registrar of Titles is required by state law to refuse to record or register instruments of conveyance that are not in compliance with such tax requirements.
3. Reservation of Easement by The First National Bank of Chicago, a national banking association, as Trustee under Trust Agreement dated March 28, 1928 and known as Trust Number 6558, over the west 15 feet of the land and other property for private alley purposes as reserved in Deed dated September 5, 1957 and recorded October 14, 1957 as Document 17036784.
4. Rights of the public, the municipality and the State of Illinois, in and to that part of the land, if any, taken or used for streets, roads and highways.
5. Easement over, upon and across the west 15 feet of the land for private alley and utility easement as reserved in Deed dated December 30, 1969 and recorded January 6, 1970 as Document 21051178 from Trustees of Central Manufacturing District to Pacific Car and Foundry Company, a corporation of Washington.
6. Easement reserved in Trustees of Central Manufacturing District, the Grantor in Document 21051178 noted above

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and right to enter upon area herein conveyed for the purpose of repairing or maintaining utilities, equipment and the building on the north boundary thereof.

7. Covenant contained in Document 21051178 dated December 30, 1969 and recorded January 6, 1970 from Trustees of Central Manufacturing District to Pacific Car and Foundry Company, a corporation of Washington, that Grantee will limit its use of the land conveyed herein to passenger vehicle parking, public utilities, and easement for the maintenance and repair of such utilities and the building on the premises adjoining on the north.
8. Easements For railroad, switch and spur tracks, if any.
9. Rights of the public or quasi-public utilities, in the private street for maintenance therein of poles, conduits, sewers, etc.
10. Rights of the adjoining owner or owners of property in the Manufacturing District to the use of the private streets on the land.
11. Provision and condition contained in the Deed from W. Wood Prince and James F. Donovan, as Trustees of the Central Manufacturing District to Pacific Car and Foundry Company, a corporation of Washington dated March 3, 1964 and recorded April 2, 1964 as Document 19089242 that the Grantors, their successors and assigns, may not grant any easement or other right to owners or occupants of Parcel 2.
12. Easement reserved unto the Grantors and their successors and assigns, in the Deed from W. Wood Prince and James F. Donovan, as Trustees of the Central Manufacturing District to Pacific Car and Foundry Company, a corporation of Washington dated March 3, 1964 and recorded April 2, 1964 as Document 19089242 for the use in common with the Grantee and its successors, grantees and assigns for a private street and for all lawful purposes of passage along the same and of ingress and egress to and from the land and a public highway.
13. Covenants, agreements and provisions contained in the Deed from W. Wood Prince and James F. Donovan, as trustees of the Central Manufacturing District to Pacific

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Car and Foundry Company, a corporation of Washington dated March 3, 1964 and recorded April 2, 1964 as Document 19089242 relating to the sharing of the expenses and costs in maintaining the private street known as 44th place and relating to sharing in the paying of costs of maintaining, improving, repairing and renewing said private street, its pavement, curbs, parkways, sidewalks, sewers, water mains, ornamental light standards, street lighting system and other improvements.

14. Easement in, upon, under, over and along the land to install and maintain all equipment necessary for the purpose of serving the land and other property with gas service, together with right of access to said equipment, as created by grant to Peoples Gas Light and Coke Company recorded as Document Number 85300747, affecting the north 6 feet of Parcel 3C.
15. Terms, provisions, and conditions relating to the easement described as parcel 3B and 3C contained in the instrument creating such easement. Rights of the adjoining owner or owners to the concurrent use of the easement.

Property of Cook County Clerk's Office

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## EXHIBIT C

### ASSUMPTION OF RISK AND RELEASE

Grantor represents and warrants to grantee that at the time of Grantor's purchase, the real estate herein conveyed ("Property") was vacant, undeveloped land in the CMD district. Grantor then constructed the existing building on the Property for use in Grantor's business as a truck parts warehouse. Grantee has relied upon the foregoing representation and warranty and upon a pre-transfer environmental investigation of the Property by Warzyn Inc. and Grantee's environmental consultant to identify any known or suspected contamination or environmental liabilities at the Property. Grantor and Grantee have made independent provisions to remediate any such identified contamination and correct any such liabilities prior to the date hereof.

GRANTEE AGREES, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, by acceptance of this Deed, that except for the warranties of title made by the grant contained herein, and for any private independent agreements between Grantor and Grantee (which agreements do not benefit or extend to any successors and/or assigns of Grantee's interests in the Property), that Grantee assumes the risk that adverse physical, economic or other conditions (including, without limitation, adverse environmental conditions, including without limitation, soils and groundwater conditions), either latent or patent, may exist on the Property. Grantee hereby releases Grantor, its officers, directors, employees, agents, shareholders, predecessors, successors and assigns, and each of them, from any and all claims, liabilities, damages, investigation and response costs and other costs and expenses whatsoever, including, without limitation, legal and consultants' fees and costs, respecting any such conditions of the Property. The foregoing release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by third parties.

The foregoing release is intended to run with the land and bind the successors and assigns of Grantee. No further writing shall be required to evidence Grantee's foregoing assumption of risk and release.

Box: 6

Attn: Brad Martin

Alzheimer & Gray