

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, City Lands Corp., a Delaware Corporation,  
 of the County of Cook and State of Illinois, for and in consideration  
 of the sum of Ten and 00/100----- Dollars (\$ 10.00 ),  
 in hand paid, and for other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey  
 and ~~assign~~ <sup>quit claim</sup> to 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 21st day of April 1992, and known as Trust Number 115421-02  
 the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 30, 31, 32, 33, 34, 35, 36 and 37 in Block 9 in Derby's Addition to Chicago, a Subdivision of part  
 of the West 1/2 of the West 1/2 of the South East 1/4 of Section 9, Township 39 North, Range 13 East  
 of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 5000-5020 W. Madison Street  
 Chicago, Illinois

Permanent Real Estate Tax ID No.: 16-09-426-028-0000

5000 W. MADISON STREET  
 1583 TRAN 1583 04/30/93 10:10:00  
 DEPT-01 RECORDING  
 423.50

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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to roads or subdivisions or parts thereof, and to subdividde 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, to lease or let said real estate or any part thereof, to mortgage or encumber said real estate or any part thereof for any term and for any period or periods of time, and exceeding in the case of any single conveyance, by leases to commence in possession at any future, and 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 sales and to grant options to lease and options to renew leases and options to purchase, to assign, transfer, convey, alienate, sell, lease, mortgage, encumber, hypothecate, exchange, exchange for other real estate, or any part thereof, to contract respecting the sale and/or fitting that real estate, present or future, ready to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant assignments of any kind, to give up or release any interest in 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 to deal with the same, whether similar to or different from the ways above mentioned, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any increase in trust, in relation to said real estate or any part thereof shall be concerned, contracted to be sold, leased or mortgaged by said Trustee, or any trustee in trust, be obliged to pay to the holder of any such purchase money, rent or attorney borrowed or advanced on said real estate, or be obliged to pay 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 called or privileged to inquire into any of the terms of said Trust Agreement; and even dead, trust dead, mortgage, lease or other instrument executed by said Trustee, or any increase in trust, in relation to said real estate, or any other instrument, or any part of any instrument, or any increase in trust, or any other instrument relating to property situated under such conveyance, or other instrument, (a) that at the time of the delivery thereto the trust created by this instrument is valid, legal and effective, (b) 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 thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any increase in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, other instrument and (d) if the conveyance is made to a successor or successors in trust, that such increase or successor 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 conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors 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 any injury to persons or property happening in or about said real estate, and any and all such liability shall be hereby expressly waived and released. Any conveyance, assignment, transfer or other instrument executed by the Trustee in relation to any real estate shall be free from all claims of the Trustee to his or her name as Trustee of any trust, 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 whatever 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 him or any of them shall be only in the earnings, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby limited 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, profits 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, contingent title to the property, 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 Register of Titles is hereby directed not to register same. In the certificate of title or abstract thereof, or memorial, the words "In trust," or some condition, or "With Reservations," or words of similar import, to appear are left the space in such case made and provided.

And the said grantor JAY GILBERT, hereby expressly waives, and releases, all and any right or benefit under and by virtue of any and all franchises of the State of Illinois, pertaining to corporation or partnerships from sale or erection or otherwise.

In Witness Whereof, the grantor JAY GILBERT, aforesaid has hereunto set his hand and seal, this 30th day of April 1993.

CITY LANDS CORP., a Delaware corporation

By: Carolyn E. Beard  
 Its: Development Officer

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, JAY GILBERT, a Notary Public in and for the County and State aforesaid, do hereby certify that CAROLYN E. BEARD, as DEVELOPMENT OFFICER of City Lands Corp., a corporation of the State of Delaware, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DEVELOPMENT OFFICER, appeared before me this day in person and acknowledged that as such DEVELOPMENT OFFICER, she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 30th day of APRIL, 1993.

RETURN TO and  
 Prepared by: Jay Gilbert, Esq.  
 479 N. Main Street, Suite 200  
 Glen Ellyn, IL 60137

OFFICIAL SEAL  
 JAY GILBERT  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXP: 4/12/96

THIS TRANSACTION IS EXEMPT UNDER PROVISIONS OF SECTION 4 OF THE REAL ESTATE TRANSFER TAX ACT  
 PARAGRAPH (e).  
Carolyn Beard  
 BUYER-SELLER REPRESENTATIVE

This space for affixing Rider and Revenue Stamps  
 SECTION 200-1-4B  
 OR UNDER PROVISIONS OF PARAGRAPH (e), SECTION 200-1-286  
 OF THE CHICAGO TRANSACTION TAX ORDINANCE.

Document Number  
 200-1-286

**UNOFFICIAL COPY**

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