TRUSTEE'S DEENOFF GOOD COPY

FORM 3634	The ab	ove space for recorders use only	
and existing as a national authorized to accept and of the provisions of a deed or in pursuance of a certain day of JUNE party of the first part, and as Trustee under the prov of 19 WITNESSETH, that said	BANK AND TRUST COMPANY OP I banking association under the laws execute trusts within the State of Histories and tellist recorded and dellist rust Agreement, dated the 14TH 18BD BANK, ONE NBD PLAZA, MOUSTISIONS of a certain Trust Agreement, and known as Trust Number party of the first part, in consideration————————————————————————————————————	CHICAGO, a corporation duly organize of the United States of America, and dul nois, not personally but as Trustee underend to said national banking associations Number 108597-00 NT PROSPECT, 11. 60056	ed ly pr en
Δ.,	Hall was a page weeps	. DEPT-G1 RECORDING	\$35.00
SEE AFTACHED EXHIBIT	"A" MADE A PART HEREOF.	. T#0011 TRAN 4598 11/15 - 96120 € RV #-94 . COOK COUNTY RECORDER	/9 15:49:00 -970960
SEE ATTACHED EXHIBIT	"2" MADE A PART HEREOF.		stamps
OCD ATTACAMENT PROPERTY.			
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together with the tenements and	s appurtenances thereunto belonging.		§ 6
TO HAVE AND TO HOLD berein and in said Trust Agreen		, upon the trusts, and for the uses and purposes	d ·
THE TERMS CONDITIONS		OF THIS INSTRUMENT ARE MADE A PART	This space
HEREOF.		igh.o benefit under and by virtue of any and all	
	providing for exemption or homesteads from		\perp \gtrsim
power and authority granted to a Agreement above mentioned, in	and vested in it by the terms of said Deed or a cluding the authority to convey directly to t anto enabling. This deed is made subject to the	d, pursuan direction and in the exercise of the Deeds in Tru; t and the provisions of said Trust the Trust's gr, atse named herein, and of every e liens of all 'a'c'deeds and/or mortgages upon	1
IN WITNESS WHEREOF, as	aid party of the first part has caused its corpo its by one of its Vice Presidents or its Assista it above written.	int Vice Presidents and streeted by its Assistant	ļ ,
		K AND TRUST COMPANY OF CHICAGO or chicago	
on roas		Oli una	
SEAL	PETER AL. JOHANSEN	VICE PRESIDENT	
	Attest	I cuitan	A C
	ANITA M. LUTKUS	ASSISTANT B.CPCTARY	Z
STATE OF ILLINOIS. SS.	CERTIFY that the above named and Assistant Secretary of the AMERICAN CHICAGO a national banking association Grawhose names are subscribed to the foregoing in Vice President and Assistant Secretary respectance with the content of th	I for the County and State aforesaid. DO HEREBY Vice President NATIONAL BANK AND TRUST COMPANY OF anter, personally known to me unbe the same personal strument as such citively, appeared before me this day in person and a said instrument as their own free and voluntary act banking association for the uses and purposes therein no there acknowledged that said Assistant Secretary.	Document
This instrument prepared	as custodian of the corporate seal of said national	banking association caused the corporate seal of said id instrument as said Assistant Secretary's own free	
py:		act of said national banking association for the uses	
American National Bank	Organistic my book and Naturalistic	~~ ;	ł
and Trust Company 33 North La Salle Street.	(IFFILIA), SLAL	" Sate 11/10/94]
Chicago 60000	LM SOVIENSKI	, }	
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<u> </u>	<u> </u>	^^/	Ĥ
NAME Ologen retur	n to: Jim STOX [5	FOR INFORMATION ONL' INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	t
l Ticor Title	Insurance COX 13	905 SOUTH MENARD	-
203 N. LaSal	lle. Suite 1400.	SOUTH WEST CORNER OF ARTHI	NGTON
Chicago, IL	60601	AND_MENARD	/ 1

AND MENARD

CHICAGO, IL.

RECORDER'S OFFICE BOX NUMBER

Chicago, IL 60601

Re: 424-3633-14

INSTRUCTIONS

CITY

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, powersand 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 praesenti 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 198 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 shy Tany party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real (st) to 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 or, sold real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire inv 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 conveying e 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 a cordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or to 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, mortre de or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such success or 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 understanor, g and condition that neither Grantee, individually or as Trustee, nor its successor or successors in trust shall inc. ("...) 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 indebtedne is 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 indebted as sexcept 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 Agreemen, 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 ab such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee 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.

EXHIBIT A LEGAL DESCRIPTION

Parcel 1:

The Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, except that part thereof lying Easterly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of Company's right of way; thence Northwesterly along said curved line to its intersection and parallel with the South line of the Baltimore and Ohio Chicigo Terminal Railroad within the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Ir's Resubdivision of part of Varren Park in said Section 17.

Parcel 2:

That part of Block 9 in Andrew Warran, Ji.'s Resubdivision of part of Warren Park, a Subdivision in Section 17. Township 39 North, Pange 13 East of the Third Principal Meridian, in Cook County, Illinois, lying East of the cemer line of the Southeast 1/4 of said Section 17 and lying Westerly of the Westerly line of the 2i foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of a parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad Company's right of way; thence Northwesterly along said curved line to its intersection with the South line of said right of way; the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park in said Section 17.

Parcel 3:

Non-exclusive easement for the benefit of Parcels 1 and 2 for ingress and egress for the purpose of repairing, maintaining and replacing the structures located on Parcels 1 and 2 as created by the Grant of Easement recorded August 17, 1987 as Document No. 87-453,540 over a 4 foot wide strip of land lying Easterly of and adjacent to Parcels 1 and 2 and lying Northerly of the South line of Parcel 2 extended East of the East line of said 4 foot wide strip of land.

P.I.N. #: 16-17-400-014 and 16-17-413-023

and

Lots 1 and 2 in Block 8 in William F. Higgens Park Addition, being a subdivision of that part of the West 1/2 of the South East 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, lying South of the South line of the right of way of the Baltimore and Ohio Chicago Terminal Railroad, in Cook County, Illinois.

P.I.N. # 16-17-408-013 and 16-17-408-014

Street Add. ess:

Topens of Cook County Clerk's Office

945~0950

9/07/7/20

UNOFFICIAL COPY

EXHIBIT B

TITLE EXCEPTIONS

1. General real estate taxes not yet due and payable.

2. An easement for the purposes stated herein.

In favor of

The People's Gas, Light and Coke Company

For

To construct, maintain, etc. an 8-inch gas main and

attachments

Recorded

October 29, 1990

Document

90 526 729

3. An easement for the purpose stated herein.

In favor of

The Baltimore and Ohio Chicago Terminal Railroad

Company and the owners of certain premises lying East

and South of the land.

For

Constructing, maintaining, etc. a railroad side or switch

track

Recorded

December 14, 1916 and January 20, 1917

Document

6,012,624 and 6,034,440 respectively

NOTE: The right to use of said easement was subsequently granted to the owners of certain premises lying East and South of the land by deeds recorded as Document No. 6,117,550; 6,363,35%; 5,860,442; 7,408,212 and 7,441,534.

- 4. Rights of the public, the State of Illinois and the City of Chicago in and to the West 27 feet of Parcels 1 and 2 as dedicated as put of South Menard Avenue by Plat of Dedication recorded May 1, 1926 as Document No. 9,260,074.
- 5. Railroad spur tracks serving the land as shown on Plat of Survey No. 891588 by Gremley & Biedermann, Inc. dated June 20, 1989 and revised co July 11, 1989.
- 6. Plat of Survey No. 891588 by Gremley & Biedermann, Inc. dated June 20, 1989 and revised to July 11, 1989 shows (in the vicinity of the Southeast corner of Parcel 1) (i) an overhead passageway connecting the improvements on Parcel 1 to the improvements located on certain premises East of the land and (ii) an overhead cable extending from the improvements on the East to the improvements on Parcel 1, running along the face thereof and then emering the improvements.

7 Mai

Lense Agreement dated July 12, 1983 and recorded December 14, 1983 as Document No. 26,896,837 and March 16, 1984 as Document No. 27,007,804 by Larry and James S. Deutsch to National Advertising Company for a term of 10 years commencing August 1, 1983 and extendable as therein provided. While said lease is apparently in reference to a sign structure to be located on premises not now in question lying Easterly of the land, the following terms of the lease affect the land:

Lessee is permitted to connect into an electrical service panel located in the building directly West of the sign structure under the terms provided Said building is evidently located on Parcel 2 and the electrical cables to the sign structure are shown on Plat of Survey No. 891588 by Gremley & Biedermann, Inc. dated June 20, 1989 and revised to July 11, 1989.

- Lessor not to erect of permit erection of any advertising displays on any property of Jessor within a radius of 600 feet of the sign structure of permitarily obstruction to obscure the normal highway view of the sign structure:
- 8. Terms, conditions and provisions affecting the easement described in Schedule A. of Commitment No. 316039 as set forth in the instrument creating said easement.
- 9. Rights of the adjoining owners to the concurrent use of said easement.
- 10. A mortgage to secure an indebtedness of the amount stated herein.

Mortgagor American National Bank and Trust Company of Chicago,

as Trustee under Trust Agreement dated July 14, 1989 and

krown as Trust Number 108597-00

NBC Skokie Bank, N.A., a national banking association Mortgagee

Dated January 50, 1990 Amount \$1,500,000 00

Recorded January 31, 1990

Document 90.050.095

As modified and amended by Instruments recorded January 31, 1991 as Document Number 91,047,552.

Assignment to NBD Bank by Instrument recorded July 20, 1993 as Document Number 93,559,607.

11. An Assignment of Leases and Rents.

> American National Bank and Trust Company of Chicago, Assignor

> > as Trustee under Trust Agreement dated June 14, 1989 and

known as Trust Number 108597-00

NBD Skokie Bank, N.A. (NBD Bank via assignment -Assignee

93,259,366)

Recorded January 31, 1990

90,050,096 Document

Agreement recorded January 31, 1991 as Document Number 91,047,552 modifying said matter

12. A security interest in certain real chattels affixed to the land as disclosed by the following financing statement.

Secured Party NBD Skokie Bank, N.A.

30

Debtor : American National Bank and Trust Company of

Chicago, as Trustee under Trust Agreement dated June 14, 1989 and known as Trust Number

1208597 00

Recorded

January 31, 1990

Document

90 U 02286

13. A security interest in certain real chattels affixed to the land as disclosed by the following financing statement.

Secured Party

NBD Skokie Bank, N.A.

Debtor

Spectrum-Menard Limited Partnership

Recorded

January 31, 1990

Decument

90 U 02287

14. A Collateral Assignment of Management Agreement and Agreement to Subordinate Property Management Liens between Spectrum Management Company, ar illinois Corporation, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 14, 1989 and known as Trust Number 108597-00. Spectrum-Menard Limited Partnership and NBD Skokie Bank, N.A. recorded January 31, 1990 as Document 90,050,097, as modified and amended by Instrument recorded January 31, 1991 as Document 91,047,552.

NOTE: Assignment recorded July 29, 1993 as Document Number 93,559,608.

15. Memorandum of lease affecting the land executed by and between the following parties for the term and upon the terms, covenants and conditions therein provided.

Lessor

Spectrum-Menard Limited Fartnership

Lessee

Iron Mountain/Pacific Records Management. Inc.

Dated

January 22, 1991

Term

Commencing on or about March 1991 and expiring

February 28, 2001.

Recorded

January 30, 1991

Document

91,046,006

16. A mortgage to secure an indebtedness of the amount stated herein.

Mortgagor

Iron Mountain Records Management, Inc.

Mortgagee

The Chase Manhatten Bank, as Agent

Dated

December 10, 1990

Amount

As stated therein

Recorded

September 9, 1991

Document

91,465,171

Agreement recorded April 12, 1993 as Document Number 93,266,334.

93011000

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person. An Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State Of Illinois.

DATED NOV. 14 .1994

SIGNATURE: Graptor of Agent

Subscribed and sworn to before me by the said Stephen E Ballon this 14th day of November,

19<u>7-7</u>

NOTARY PUBLIC

" O F F I C I A L S E A L "

JAMES F. SHAW

NOTARY PUBLIC, STATE OF ILLINOIS

MY CCLAMISSION EXPIRES 6/16/97

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial increast in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State Of Illinois.

Dated Nov. 14 , 1994

IGNATURE:

Subscribed and sworn to Before me by the said with this production day of the said 1997.

Notary Public

"OFFICIAL SEAL"

JAMES F SHAW

NOTARY PUBLIC, STUTE OF TUNOIS

MY COMMISSION FRIENDS 6/14/97

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offence and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)