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Form 191 (Rev. 11-74)

The above space for recorder's use only

74-28-619-602 JR

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, R.R. Donnelley & Sons Company, a Delaware corporation, for and in consideration of the sum of Ten Dollars Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, bargains and sells unto THE GRANTEE 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 5th day of November 1986, and known as Trust Number 65961, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, and Grantee's successors and assigns, that except for Permitted Exceptions, it has not done or suffered to be done anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that, except for the Permitted Exceptions, the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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 improve, enlarge, protect and subdivide said real estate or any part thereof, to dedicate par 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, 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 a grantor in trust and to grant to such successor or successor in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to devote 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, possession, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any one lease the term of the 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 hereof at any time or times hereafter, to contract to make a lease and to execute and deliver such lease and options to lease and options to purchase the whole or any part of the real estate and to contract respecting the manner of taking 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, convey or charge of any kind, to release, convey, to assign, any right, title or interest in or about or connected with 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 or part 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, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, controlled 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 on said real estate, or be obliged to see that the terms of any trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged 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 instrument, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this instrument and by said Trust Agreement was in full force and effect; (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 thereof; if any, and limiting upon all beneficiaries the number, for that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (c) if the conveyance is made to a successor or successor in trust, that such successor or successor in trust has been properly appointed and is 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 have any personal liability to be subjected in 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 instrument 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 indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the Trust or beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the option 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 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 whatsoever shall be charged with notice of this condition from the date of the filing of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under this or any of them shall be only in the earnings, profits and income arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be personal property, (herein as aforesaid) the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire real and equitable title in fee simple, in and to all of the real estate above described.

If the title in any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or not to issue a 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.

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

In Witness Whereof, the grantor, R.R. Donnelley & Sons Company, hereunto set its hand and seal, this 7th day of April, 1986.

(REAL) R.R. Donnelley & Sons Company (REAL)  
By: [Signature] (REAL)  
[Signature]

STATE OF Illinois County of Cook, ANNETTE M. CRANE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that FRANK J. LUZNA, SENIOR VICE PRESIDENT OF R.R. DONNELLEY & SONS COMPANY

personally known to me to be the same person, whose name is FRANK J. LUZNA, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that FRANK J. LUZNA signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and seal of office, this 7th day of April, A.D., 1986.  
ANNETTE M. CRANE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 29, 1988

693730

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX

APR - 774 DEPT. OF REVENUE 1925.00

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Property of Cook County Clerk's Office

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Cook County  
REAL ESTATE TRANSACTION TAX

REVENUE  
STAMP APR - 7 '94  
6.11424



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## EXHIBIT A

### Legal Description

#### Parcel 1:

Lots 1 through 6, inclusive, in Wirt D. Walker's Subdivision of the North 12 feet of Lot 27 and all of Lots 28, 29 and 30 in Block 8 of Assessor's Division of the Southwest fractional  $\frac{1}{4}$  of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, which subdivision was recorded on February 24, 1886 in Book 21, Page 37 as Document 693762, in Cook County, Illinois

#### Parcel 2:

Lots 26, 63 and 64, and Lot 27 (except the North 12 feet thereof) in Block 8 in Assessor's Division of the Southwest  $\frac{1}{4}$  of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, recorded May 7, 1855, in Cook County, Illinois

#### Parcel 3:

The North  $10\frac{1}{2}$  feet of Lot 21 and all of Lot 22 in Block 3 in Wm. Jones Addition to Chicago, being a subdivision of part of Assessor's Division of the Southwest  $\frac{1}{4}$  of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, which subdivision was recorded on May 18, 1875 in Book 133, Page 37 as Document 86039, in Cook County, Illinois

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## EXHIBIT A - Continued

### Parcel 4:

All of the North and South Private Passage and all of the East and West Private Passage as delineated in Wirt D. Walker's Subdivision of the North 12 feet of Lot 27 and all of Lot 28, 29, and 30 in Block 8 in the Assessor's Division of the Southwest fractional quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

### PERMITTED EXCEPTIONS:

**SUBJECT TO:** (1) Public Utility Easements; (2) Zoning Ordinances; (3) General Real Estate Taxes for 1993 and subsequent years which are not yet due and payable; (4) The land lies within the boundaries of a special service area as disclosed by ordinance recorded as Document 91075841 and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances; and (5) Notice of hearing on March 8, 1994 on a proposed redevelopment project and plan respecting the Property and the proposed expansion of the Central station Area Redevelopment Project Area and notice of a public hearing on proposed zoning amendment, dated February 10, 1994.

Commonly known as: 1802-40 South Indiana Avenue, Chicago, IL

P.I.N.s: 17-22-307-022-0000; 17-22-307-023-0000; 17-22-307-024-0000; 17-22-307-025-0000; 17-22-307-026-0000; 17-22-307-027-0000; 17-22-307-036-0000; 17-22-307-053-0000.

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