

# UNOFFICIAL COPY

**COLE TAYLOR BANK**

95211950

## TRUSTEE'S DEED

THIS INDENTURE, made this 27th day of March, 1995, between COLE TAYLOR BANK, an Illinois Banking Corporation, Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 18th day of August, 1978, and known as Trust No. 78-360, party of the first part, and VINCENT FUNG, AS TRUSTEE OF THE VINCENT FUNG TRUST \* parties of the second part.

DEPT-01 RECORDING \$25.00  
T#0012 TRAN 3316 03/29/95 13:20:00  
#3099 + JM \*-95-211950  
COOK COUNTY RECORDER

Address of Grantee(s): 122 West Cuyler Avenue, Chicago, IL 60613

WITNESSETH, that said party of the first part, in consideration of the sum of Ten (\$10.00) dollars, and other good and valuable considerations in hand paid, does hereby Convey and Quit Claim unto said parties of the second part, \*dated June 30, 1993.

the following described real estate, situated in Cook County, Illinois, to wit:

LOT 5 IN OWNERS SUBDIVISION OF PART OF OLD FILKINS FARM IN SECTIONS 1 AND 2 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDAIN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1879 AS DOCUMENT NO. 209566 IN COOK COUNTY, ILLINOIS.  
EXCEPTING THEREFROM THAT PART OF LOT 5 CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED AS DOCUMENT 03008986 FOR WIDENING OF MILWAUKEE AVENUE

Subject to: General real estate taxes not yet due and payable; covenants, conditions and restrictions of record, if any; and existing leases and tenancies.

P.I.N. 03-02-405-009-0000

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part, and to proper use, benefit and behoof forever of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its [Signature] Vice President and attested by its Trust Officer, the day and year first above written.

**COLE TAYLOR BANK**

As Trustee, as aforesaid,

By: [Signature]

Attest: [Signature]

[Signature] Vice President

[Signature] Trust Officer

JR D2 754855

2500

95211950

STATE OF ILLINOIS  
COUNTY OF COOK

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I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Bernard E. Pirkut Asst. Vice President, and Marie Tsa Trust Officer, of COLE TAYLOR BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Asst. Vice President and Trust Officer 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, as the free and voluntary act of said Bank, for uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that said Trust Officer as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.  
Given under my hand and Notarial Seal this 27<sup>th</sup> day of March, 1995.

OFFICIAL SEAL  
MARITZA CASTILLO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10-21-98

*Maritza Castillo*  
Notary Public

Property of Cook County Clerk's Office

COOK  
CG. NO. 016  
235844



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
MAR29'95  
DEPT. OF REVENUE  
95.00

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE STAMP  
MAR29'95  
47.50

95241950

Mail To:

LOUIS LEVINSON  
33 N. LA SALLE  
SUITE 3400  
CHICAGO, ILL 60602

Address of Property:

119 N. Milwaukee Avenue  
Wheeling, Illinois 60090

This instrument was prepared by:  
Maritza Castillo

COLE TAYLOR BANK

850 West Jackson Boulevard  
Chicago, Illinois 60607

BOX 333-CTI

**4.13**

51627

**MAPPING SYSTEM**

Change of Information Form.

FILED: MAR 29 1995  
 COOK COUNTY TREASURER

- Scannable document - read the following rules**
1. Changes must be kept within the space limitations shown...
  2. Do not use punctuation...
  3. Print in CAPITAL letters with black pen only...
  4. Do Not Xerox form...
  5. Allow only one space between names, name, v. and addresses...

**SPECIAL NOTE:**  
 - If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number...  
 - If you don't have enough room for your full name, just your last name will be adequate...  
 - Property Index numbers (PINs) must be included on every form...

<b>PIN NUMBER:</b>	03 - 02 - 405 - 009 - 0000
<b>NAME/TRUST#:</b>	VINCENT FUNG
<b>MAILING ADDRESS:</b>	922 W CODY LER
<b>CITY:</b>	CHICAGO
<b>STATE:</b>	IL
<b>ZIP CODE:</b>	60613
<b>PROPERTY ADDRESS:</b>	119 N MILWAUKEE
<b>CITY:</b>	WHEELING
<b>STATE:</b>	IL
<b>ZIP CODE:</b>	60090

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set forth in the Lease, (ii) bound by any rent or additional rent which Tenant shall have paid more than one month in advance to any prior landlord (including Landlord), (iii) bound by any covenant to under take or complete any improvement to the Premises or the Property, or (iv) bound by any amendment or modification to the Lease, or waiver of any provision of the Lease executed after the date hereof, which has not been consented to in writing by Mortgagee;

B. No New Landlord (including, without limitation, Mortgagee) shall be liable for: (i) any act or omission of any prior landlord (including Landlord), (ii) return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord, or (iii) any payment to Tenant of any sums, or the granting to Tenant of any credit in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof; and

C. Tenant shall look solely to the Property for recovery of any judgment or damages from Mortgagee or such other New Landlord, and neither Mortgagee or such other New Landlord shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. In addition, neither Mortgagee nor such other New Landlord nor any successor or assign of Mortgagee or such other New Landlord shall have at any time or times hereafter any personal liability, directly or indirectly, under or in connection with or secured by any agreement, lease, instrument, encumbrance, claim or right affecting or relating to the Property or the Collateral (defined for purposes hereof as defined in the Mortgage) or to which the Property or the Collateral is now or hereafter subject. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Landlord provided by law or by any other contract, agreement or instrument.

7. Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Tenant will not (a) enter into any subordination agreement with any person other than Mortgagee; (b) amend, modify or terminate the Lease; or (c) agree to attorn to or recognize any other lien than that of the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

8. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (i) actual delivery to such addressee at its address set out above, or (ii) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at its

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11/15/2011 10:00:00 AM

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SEP 21 1953

address set out above, and with a copy to, in the case of communications to Mortgagee, Jenner & Block, One IBM Plaza, Chicago, Illinois 60611, attention: Jeffrey L. Elegant. By notice complying with this section, any party may from time to time designate a different address in the 48-contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

Mortgagee

LASALLE NATIONAL BANK

By: *Jeff C. Baker*  
Name: JEFF C. BAKER  
Title: AVP

Tenant

MAURICE SPORTING GOODS, INC.

Attest: *R.P. DiStasio*  
Name: R.P. DiStasio  
Title: V.P. & CEO

By: *Jory Katlin*  
Name: JORY KATLIN  
Title: President

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

This instrument prepared by  
(when recorded, return to):  
Jeffrey L. Elegant, Esq.  
Jenner & Block  
One IBM Plaza  
Chicago, Illinois 60603

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EXHIBIT "A"

THAT PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

Beginning at the Southeast corner of Rosenow's Subdivision, a subdivision in part of said northwest 1/4 recorded June 13, 1962 as Torrens Document No. 2038368 in Book 62 of Torrens Plats, page 19; thence north along the east line of said Rosenow's subdivision, a distance of 727.49 feet to the south line of the Stanley Subdivision, a subdivision in part of said northwest 1/4, recorded February 15, 1956, as Torrens Document No. 1650762, in Book 47 of Torrens Plats, page 10; thence east along the south line of said Stanley Subdivision a distance of 646.49 feet to the westerly line of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad, as described in Deed recorded June 3, 1918, as Document No. 6334085; thence southeasterly along said right of way line, a distance of 741.04 feet to the south line of said northwest 1/4, said south line being an extension east of the south line of said Rosenow's subdivision; thence west along the south line of said northwest 1/4, a distance of 794.55 feet to the point of beginning, in Cook County, Illinois.

P.I.N. - 04-15-100-018-0000

Common Address: 1910 Techny Road  
Northbrook, Illinois

JLE50333.Exh

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11/11/11



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2025/01/14

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public, do hereby certify that  
JOE KATLEN, personally known to me to be the  
\_\_\_\_\_  
President of Maurice Sporting Goods, Inc., an Illinois corporation,  
and RICHARD DESTAZO personally known to me to be the  
\_\_\_\_\_  
Secretary of said corporation, and personally known to me to be the  
same persons whose names are subscribed to the foregoing instrument, appeared  
before me this day in person and severally acknowledged that as such  
\_\_\_\_\_  
President and \_\_\_\_\_ Secretary they signed and delivered  
the said instrument as President and \_\_\_\_\_ Secretary of said  
corporation, and caused the corporate seal of said corporation to be affixed thereto,  
pursuant to authority, given by the Board of Directors of said corporation as their  
free and voluntary act, and as the free and voluntary act and deed of said  
corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24<sup>TH</sup> day of March, 1995.

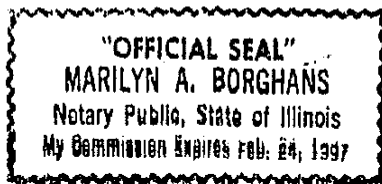
Marilyn A. Borghans  
Notary Public

[SEAL]

My Commission expires:

\_\_\_\_\_

JLES0302.AGR



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2025/01/15 10:00 AM