

UNOFFICIAL COPY

2

TRUSTEE'S DEED IN TRUST

THIS INDENTURE, made this 31st day of May 1995 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement, dated the 1st day of February, 1985 known as Trust Number 63436 party of the first part, and American National Bank and Trust Company of Chicago

DEPT-01 RECORDING 175355 TRAN 1208 06/09/95 16:53:06 47502 HIS # 95-377106 COOK COUNTY RECORDER

DEPT-01 RECORDING \$27.50

95377106

(Reserved for Recorder's Use Only)

as Trustee under the provisions of a certain Trust Agreement, dated the first (1st) day of JUNE 2, 1995, and known as Trust Number 120387-09 party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As Theatre District Self-Park, 181 N. Clark, Chicago, IL 60601

Property Index Number 17-09-438-004-0000 and 17-09-438-005-0000

together with the tenements and appurtenances thereunto belonging. 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, subject to the permitted exceptions attached hereto. THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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. This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction 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, including the authority to convey directly to the grantee Trustee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county. 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 one of its officers, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, its attorney, and not personally.

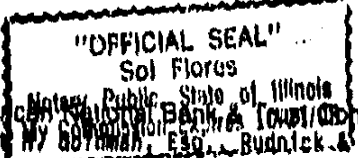
By J. Michael Whelan VICE PRESIDENT



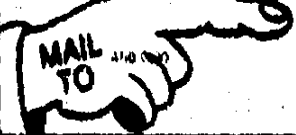
STATE OF ILLINOIS)) Sol FLORES, a Notary Public in and for COUNTY OF COOK))

Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and seal this day of

JUN 02 1995 Sol Flores NOTARY PUBLIC



Prepared By: American National Bank & Trust Company of Chicago MAIL TO: Robert W. Bohman, Esq., Budnick & Wolfe, 203 N. LaSalle St., Chicago, IL 60601



95377106 27 50 PM

UNOFFICIAL COPY

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, powers and 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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, 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 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, 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 on said real estate, or be obliged to see 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 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 conveyance, 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 accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in 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, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor 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 understanding and condition that neither Grantee, individually or as Trustee, nor its successor 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 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 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 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 for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement 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 as 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," with limitations," or words of similar import, in accordance with the statute in such case made and provided.

County & State Exempt under provisions of Paragraph "e"
Section 4, Real Estate Transfer Tax Act.

6-9-95

Date

Buyer

Seller

95377106

UNOFFICIAL COPY

EXHIBIT A

TDG Legal Description

LOTS 3 AND 4 IN BLOCK 36 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTH EAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 181 NORTH DEARBORN, CHICAGO, ILLINOIS 60601

PIN: 17-09-438-004 AND 17-09-438-005

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95377106

UNOFFICIAL COPY

PERMITTED EXCEPTIONS

Theater District Garage:

1. GENERAL REAL ESTATE TAXES FOR THE YEARS 1994 AND 1995 NOT YET DUE AND PAYABLE.
2. MORTGAGE AND SECURITY AGREEMENT DATED OCTOBER 1, 1986 AND RECORDED OCTOBER 15, 1986 AS DOCUMENT NUMBER 86479196 AND AS AMENDED BY DOCUMENT NUMBER 87659503.
3. ASSIGNMENT OF RENTS AND PROFITS DATED OCTOBER 1, 1986 AND RECORDED OCTOBER 15, 1986 AS DOCUMENT NUMBER 86479197.
4. ASSIGNMENT OF LEASES DATED OCTOBER 30, 1987 AND RECORDED DECEMBER 15, 1987 AS DOCUMENT NUMBER 87659505.
5. SECURITY INTEREST OF LINCOLN NATIONAL PENSION INSURANCE COMPANY FILED OCTOBER 15, 1986 AS DOCUMENT NUMBER 86U26966.
6. SECURITY INTEREST OF LINCOLN NATIONAL PENSION INSURANCE COMPANY FILED OCTOBER 15, 1986 AS DOCUMENT NUMBER 86U26967.
7. REDEVELOPMENT AGREEMENT DATED MARCH 25, 1986 AND RECORDED JULY 18, 1986 AS DOCUMENT NUMBER 86303404.
8. DECLARATION OF COVENANTS DATED NOVEMBER 30, 1987 AND RECORDED DECEMBER 15, 1987 AS DOCUMENT NUMBER 87659501.
9. ORDINANCE RECORDED FEBRUARY 19, 1991 AS DOCUMENT NUMBER 91075841.
10. PARTY WALL RIGHTS AND EASEMENTS ON THE EAST LINE OF THE LAND, AS SHOWN ON THE SURVEY PREPARED BY NATIONAL SURVEY SERVICE, INC., DATED NOVEMBER 2, 1985 AND REVISED OCTOBER 14, 1986, AS ORDER NUMBER 86-111061.
11. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF THE TRUST AGREEMENT UNDER WHICH TITLE TO THE SUBJECT PROPERTY IS HELD.
12. RIGHTS OF TENANTS UNDER EXISTING UNRECORDED LEASES AS TENANTS ONLY.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95377106