

# UNOFFICIAL COPY

## TRUSTEE'S DEED

THIS INSTRUMENT made this day of September 9, 1996 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 July, 1987, known as Trust Numbers 66666 & 67060 party of the first part, and

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DEPT-01 RECORDING \$27.00  
 T00012 TRAM 2047 09/18/96 15:21:00  
 11356 CG \*--96--714844  
 COOK COUNTY RECORDER

Lakeside Bank as trustee u/t/n 10-1776 dated July 4, 1996

party/parties of the second part. WITNESSE TH, 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 into said party/parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION (Exhibit A) Subject to: the Permitted Exceptions set forth in Exhibit B attached hereto.  
 Commonly Known As 2120-2154 South China Place, Chicago, IL 60616

Property Index Number See Exhibit A attached hereto, together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the 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 thereto 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



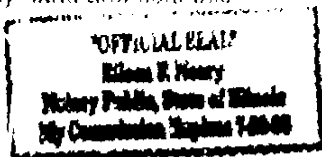
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as aforesaid, and not personally,

By ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS )  
 COUNTY OF COOK )  
 GREGORY S. KASPRZYK, a Notary Public in and for said County, in the State aforesaid, do hereby certify

an officer of American National Bank and Trust Company of 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 9 day of September, 1996.



NOTARY PUBLIC

Prepared By: American National Bank & Trust Company of Chicago  
 MAIL TO:

Wallace K. Moy  
 53 West Jackson Blvd.  
 Suite 1604  
 Chicago, IL 60604

BOX 333-CTI

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FULL POWER AND AUTHORITY is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence *in present or future*, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds thereof as aforesaid.

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN.

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STATE OF ILLINOIS  
COUNTY OF COOK  
RECORDS & CLERK'S OFFICE  
SEP 19 1996  
500.00

STATE OF ILLINOIS  
COUNTY OF COOK  
RECORDS & CLERK'S OFFICE  
SEP 19 1996  
500.00

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP 5511996  
500.00

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## EXHIBIT A

A TRACT OF LAND COMPRISED OF PARTS OF LOTS IN BLOCKS 40 AND 41 AND VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS, IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, ALL OF LOT 18, EXCEPT THE NORTHERLY 13.83 FEET THEREOF, IN JADE GARDEN UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1993 AS DOCUMENT NO. 93592212 AND THE WESTERLY 39.75 FEET OF LOT 65, EXCEPT THE NORTHERLY 37.00 FEET THEREOF, IN CHINA TOWN SQUARE ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1991 AS DOCUMENT NO. 91218654, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE NORTH 41 DEGREES 54 MINUTES AND 15 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 18, A DISTANCE OF 14.00 FEET TO A POINT; THENCE SOUTH 58 DEGREES 05 MINUTES AND 45 SECONDS WEST A DISTANCE OF 1.00 FOOT; THENCE NORTH 31 DEGREES 54 MINUTES AND 15 SECONDS WEST CONTINUING ALONG THE WESTERLY LINE OF SAID LOT 18, A DISTANCE OF 144.00 FEET TO A POINT 13.83 FEET SOUTHERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 18; THENCE NORTH 58 DEGREES 05 MINUTES AND 45 SECONDS EAST ALONG A LINE 13.83 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 18, A DISTANCE OF 268.00 FEET TO A POINT 37.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 65; THENCE SOUTH 31 DEGREES 54 MINUTES AND 15 SECONDS EAST ALONG A LINE 39.75 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 65, A DISTANCE OF 158.00 FEET TO A POINT IN THE NORTHERLY LINE OF SOUTH CHINA PLACE 60 FEET IN WIDTH; THENCE SOUTH 58 DEGREES 05 MINUTES AND 45 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SOUTH CHINA PLACE, A DISTANCE OF 267.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 2120-2154 South China Place, Chicago, IL 60616

P.I.N. part of: 17-21-433-018-0000  
17-21-432-001-0000  
17-21-508-031-0000  
-032-0000  
-042-0000  
-043-0000

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\* CITY OF CHICAGO  
\* REAL ESTATE TRANSACTION TAX  
\* 7500.00  
\* 7500.00  
\* 7500.00  
7500.00 DM

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## EXHIBIT B

### PERMITTED EXCEPTIONS

IF ANY, (1) general real estate taxes not due and payable at the time of Closing; (2) the Declaration, Articles and By-Laws of the Jade Garden Master Homeowners' Association, including all amendments and exhibits thereto; (3) applicable zoning and building laws and ordinances including Planned Unit Development; (4) Purchaser's mortgage and any other acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (5) easements, agreements, conditions, covenants and restrictions of record; (6) easements affecting the Common Area; (7) the lien of additional taxes which may be assessed by reason of the construction of new or additional improvements on the Property; (8) permitted exceptions, which shall be items 9 and 11 as set forth on Exhibit C to the Real Estate Sales Contract dated May 9, 1996, executed by Purchaser; and (9) liens and other matters of title over which Chicago Title Insurance Company is willing to insure without cost to Purchaser.

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