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DEED IN TRUST (WARRANTY)

97282145

ASSOCIATED BANK

as Successor to
Gladstone-Norwood
Trust & Savings Bank

DEPT-01 RECORDING 629.00
780012 TRAN 4801 04/23/97 15:10:00
89979 + CG *-97-282145
COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

29.60

THIS INDENTURE WITNESSETH, that the Grantor Pipe Tree Chicago, L.L.C.

of the County of _____ and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars. (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Conveys and Warrant s unto **ASSOCIATED BANK/GLADSTONE-NORWOOD** an Illinois banking corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 20th day of March, 1997, and known as Trust Number 1911, the following described real estate in the County of Cook, and State of Illinois, to wit:

*ASSOCIATED BANK, as Successor to Gladstone-Norwood Trust & Savings Bank.

See Exhibit A attached hereto.

★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★
★ DEPT. OF REVENUE APR 1997 ★
★ 5775.00 28m ★

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, and subject to the restrictions contained in Exhibit B attached hereto.

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and 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 the present or in the 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 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 the trust property, or be obliged to see that the terms of the 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

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deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said trust property 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 the Grantee, neither 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 whatsoever 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails, and proceeds thereof as aforesaid the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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.

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 the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set its hand and seal this 19 day of April, 1997.

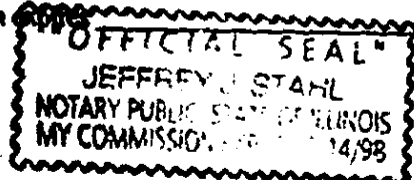
(SEAL) Pine Tree Chicago, L.L.C. (SEAL)
a managing member
By: (SEAL)
Ill. Managing member

STATE OF ILLINOIS

COUNTY OF Cook } SS

I, Jeffrey J. Stahl, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Darcy Henry, a member of Pine Tree Chicago, L.L.C. personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he 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. GIVEN under my hand and Notarial Seal this 16 day of April, 1997.

Commission Expires 19...
JEFFREY J. STAHL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/14/98



ADDRESS OF PROPERTY: 5308-5312 North Milwaukee Avenue, Chicago, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:
(Name) JACK DEHLIS & SPIRO HIO DAS
(Address) 5310 Milwaukee Ave, Chicago, IL

Document Prepared By: Jeffrey J. Stahl, Esq.
Bodsky & Froelich Ltd.
444 N. Michigan Avenue, Suite 2500

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EXHIBIT A

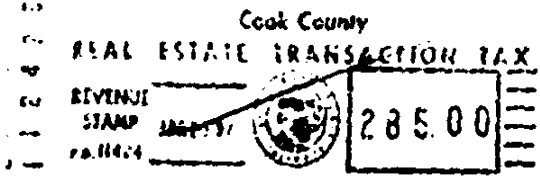
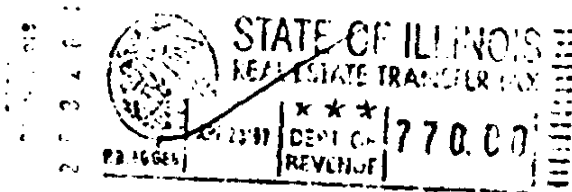
THAT PART OF LOTS 12-15, INCLUSIVE (EXCEPT THE NORTHEASTERLY 21 FEET OF SAID LOTS) AND THE VACATED ALLEY IN MARY SMITH'S SUBDIVISION OF THE EAST 1 ACRE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND THAT PART OF LOTS 2-6 INCLUSIVE AND LOT 17 LYING SOUTHWESTERLY OF THE NORTHEASTERLY 21 FEET OF SAID LOTS AND ALSO PART OF THE VACATED ALLEY ALL IN VAN KATTA'S SUBDIVISION OF BLOCK 3 IN OLIVER H. HORTON'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 8 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF LOT 12 AND THE SOUTHWESTERLY LINE OF MILWAUKEE AVE AS WIDENED; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVE AS WIDENED, A DISTANCE OF 170.20 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 12, A DISTANCE OF 9.00 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH SAID SOUTHWESTERLY LINE OF MILWAUKEE AVE AS WIDENED, A DISTANCE OF 18.00 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 12, A DISTANCE OF 40.78 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF NORTH PARKSIDE AVENUE, A DISTANCE OF 123.00 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF MILWAUKEE AVE AS WIDENED, A DISTANCE OF 98.11 FEET TO SAID SOUTHEASTERLY LINE OF LOT 12 EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF LOT 12 EXTENDED, A DISTANCE OF 120.61 FEET TO THE PLACE OF BEGINNING.

SAID PARCEL CONTAINS 0.459 ACRES, MORE OR LESS.

Mail to:

Constantine Kangles, LTD
200 W. LaSalle Street
Suite 2350
Chicago, Ill. 60611

97282145



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2015/10/10

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EXHIBIT B

The real estate conveyed by this Deed in Trust is hereinafter restricted in that any further improvements to the real estate, inclusive of, without limitation, expansions to improvements thereon existing as of the date hereof, cannot be made without the prior written consent of Grantor or the successor owner of the shopping center bordering the real estate and currently owned by Grantor. Grantor or his successor owner may withhold its consent in its sole discretion. This restriction shall run with the land and bind all successors, assigns and future owners hereof.

Trustee must replace the metal facade over the windows and above the roof of the building existing on the real estate with dryvit to complement the design of the shopping center currently being developed by Grantor on adjacent property and as approved by Grantor, within 180 days of the date of Grantor's approval. Grantor agrees that, with respect to said adjacent property being developed by Grantor, provided Trustee has complied with the aforesaid terms of this paragraph, Grantor shall not lease space for use as a restaurant facility or other business selling intoxicating beverages by the drink; provided, however, nothing contained herein shall prohibit Grantor from leasing space to anyone for the purpose of selling packaged intoxicating beverages for consumption off the premises or for the purpose of selling food for consumption off site (grocery store).

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

} SS.

DARRY HERING

, being duly sworn on oath, states that

resides at 51 Sherman Terrace, S/C, Lake Bluff, IL. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.

~~9.~~ The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

PINE TREE CHICAGO, L.L.C.

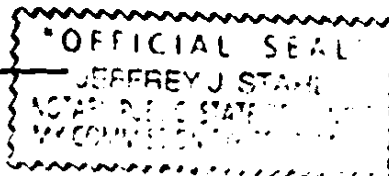
By: PINE TREE CHICAGO INVESTMENTS, L.L.C.,
a managing member

By: [Signature]
Title: Managing Member

SUBSCRIBED and SWORN to before me

this 18 day of April, 1997.

[Signature]
Notary Public



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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK } SS.

BARRY HERRING, being duly sworn on oath, states that
resides at 51 STEWARD TERMOO, SEC, Lake Bluff, IL. That the
attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
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7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
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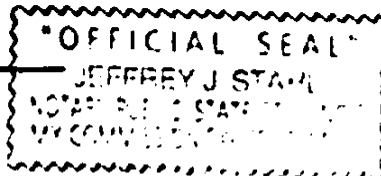
By: PINE TREE CHICAGO INVESTMENTS, L.L.C.,
a managing member

By: Barry Herring
Its: Managing Member

SUBSCRIBED and SWORN to before me

this 18 day of April, 1997.

Jeffrey J. Stank
Notary Public



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EXHIBIT A

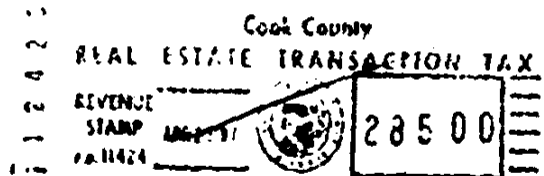
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Mail to:

Constantine Kangles, LTD
200 W LaSalle Street
Suite 2350
Chicago, Ill. 60611

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03/18/20

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EXHIBIT B

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Trustee must replace the metal facade over the windows and above the roof of the building existing on the real estate with dryvit to complement the design of the shopping center currently being developed by Grantor on adjacent property and as approved by Grantor, within 180 days of the date of Grantor's approval. Grantor agrees that, with respect to said adjacent property being developed by Grantor, provided Trustee has complied with the aforesaid terms of this paragraph, Grantor shall not lease space for use as a restaurant facility or other business selling intoxicating beverages by the drink; provided, however, nothing contained herein shall prohibit Grantor from leasing space to anyone for the purpose of selling packaged intoxicating beverages for consumption off the premises or for the purpose of selling food for consumption off site (grocery store).

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