

PREPARED BY AND AFTER RECORDING
RETURN TO:

Jenner & Block
One IBM Plaza
Chicago, Illinois 60611
Attn: Michael Z. Margolies



Above Space For Recorder's Use Only



TRUSTEE'S DEED

THIS INDENTURE, made this 22nd day of December, 1998, between First Bank and Trust Company of Illinois, not individually but solely as Trustee under Trust Agreement dated September 27, 1996 and known as Trust Number 10-2067 (Grantor"), and First Bank and Trust Company of Illinois ("Grantee").

WITNESSETH, Grantor, in consideration of the sum of Ten and No/100 Dollars, in hand paid, and other good and valuable consideration, does hereby grant, sell, convey and quit claim unto Grantee, the real estate situated in Cook County, Illinois and described in Exhibit A attached hereto and made a part hereof together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto Grantee, and to the use and benefit, forever, of Grantee.

This indenture is an absolute conveyance of all of Grantor's right, title and interest in the above described real estate and is not intended as a mortgage, trust conveyance or security of any kind. Grantor acknowledges that the above described real estate is being transferred for fair and adequate consideration. Grantor further acknowledges that fair and adequate consideration has been given for its waiver of any and all redemption rights, reinstatement rights and cure rights permitted by law.

The parties to this Deed acknowledge that this Deed is delivered in connection with a certain Agreement for Deed in Lieu of Foreclosure dated December 22, 1998 (the "Agreement"), among Grantor, Grantee and certain third parties relating to a mortgage (the "Mortgage") recorded as Document No. 96-755483 and the notes (the "Notes") secured thereby. Grantor and Grantee acknowledge and agree that notwithstanding the transaction contemplated hereby the Notes, the Mortgage and all other documents executed in connection with the Mortgage or any amended, successor, or otherwise restated versions thereof or of any of the foregoing, (collectively, the "Loan Documents") shall remain in full force and effect, now and hereafter, and the interest of Grantee in the within-described real estate by virtue of this deed shall not merge with the interest of Grantee or its successor and assigns under the Loan

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Documents. The acceptance by Grantee of this deed shall not prejudice, limit, restrict or effect Grantee's or its successors' and assigns' claim of priority under the Loan Documents over any other liens, claims, or encumbrances of any kind whatsoever. It is the express intention of Grantor and Grantee that Grantee's interest in the within described real estate shall not merge with the interest or rights of Grantee or its successors and assigns under the Loan Documents, but will be and remain at all times separate and distinct, and Grantee may hereafter sell or otherwise transfer the within-described real estate. Nothing herein shall waive, restrict, deny or affect the rights of Grantee from holding personally liable Grantor, or any other third party, for the deficiency indebtedness remaining after a sale of the within-described real estate and other collateral as provided in the Agreement.

This deed is executed by Grantor, First Bank and Trust Company of Illinois, as Trustee, as aforesaid, pursuant to direction and in 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 named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens and all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

The parties hereto acknowledge and agree that this deed is exempt from state and county transfer taxes pursuant to 35 ILCS § 200/31-45.

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IN WITNESS WHEREOF, said party of the first part has set its hands and seals
this 22 day of December, 1998.

**FIRST BANK AND TRUST COMPANY OF
ILLINOIS**, not individually, but as Trustee of Trust No.
10-2067

By: [Signature]
Its: President

ATTEST:

By: [Signature]
Its: Vice President

Subscribed and sworn to before me
this 22 day of December, 1998

[Signature]
Notary Public



Exempt under Subparagraph (1) of the Illinois Real Estate
Transfer Tax Law, 35 ILCS § 200/31-45.

12/22, 1998

[Signature]
Grantor, Grantee or Representative

Document No. 248327

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EXHIBIT A

(LEGAL DESCRIPTION OF REAL PROPERTY)

PARCEL 1:

LOT 19 IN KNAP'S BIRCHWOOD ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF EAST 4 ACRES OF THAT PART OF SOUTHEAST FRACTIONAL QUARTER (EXCEPT RAILROAD RIGHT OF WAY) OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE (EXCEPT STREETS HERETOFORE DEDICATED) AS SHOWN ON PLAT RECORDED JULY 13, 1912 AS DOCUMENT 5005029 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 20 AND 21 IN KNAP'S BIRCHWOOD ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE EAST 4 ACRES OF THAT PART OF SOUTHEAST FRACTIONAL QUARTER (EXCEPT RAILROAD RIGHT OF WAY) OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE, EXCEPT STREETS HERETOFORE DEDICATED IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 22, 23, 24 AND 25 IN KNAP'S BIRCHWOOD ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF EAST 4 ACRES OF THAT PART OF SOUTHEAST FRACTIONAL 1/4 EXCEPT RAILROAD RIGHT OF WAY OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE EXCEPT STREETS HERETOFORE DEDICATED, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 11-30-404-010-0000
 11-30-404-011-0000
 11-30-404-012-0000
 11-30-404-013-0000

Street addresses: 7522, 7526 and 7530 North Ashland Avenue and 1609 West Howard Street, Chicago, Cook County, Illinois.

99419054
Cook County Clerk's Office

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ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

For good and valuable consideration, the receipt of which is hereby acknowledged, First Bank and Trust Company of Illinois, not individually but solely as Trustee under Trust Agreement dated September 27, 1996 and known as Trust Number 10-2067 ("Assignor"), hereby assigns to First Bank and Trust Company of Illinois ("Assignee"), all of Assignor's right, title and interest in, to and under the following, whether now existing or hereinafter entered into: (i) all leases, tenancies, agreements and guarantees thereof for use and occupancy and commonly known as 7522, 7526 and 7530 North Ashland Avenue and 1609 West Howard Street, located in Chicago, Illinois and more particularly described on Exhibit A attached hereto (the "Property"), including without limitation, those leases, tenancies and other agreements listed on Exhibit B attached hereto (the "Leases"), each of which demises a portion of the Property, and (ii) all of the rents, rent equivalents, income, earnings, issues, proceeds, profits, revenues and receipts and monies due or to become due under the Leases (the "Rents"). This Assignment is made concurrently with and as an incident to the conveyance of the Property by Assignor to Assignee or its designee, pursuant to that certain Deed conveying the Property to Assignee dated as of the date hereof.

This Absolute Assignment of the Lease and Rents (this "Assignment") to Assignee is and shall be an absolute assignment of Assignor's interests in and to the Leases and Rents in fact as well as form, and is not intended as a mortgage, trust conveyance, deed of trust, collateral assignment, or security instrument of any kind. Upon delivery of this Assignment to Assignee, Assignor shall have no further interest (including rights of redemption or reinstatement) or claims in, to, under or concerning the Leases and Rents or the proceeds and profits which may be derived therefrom, of any kind whatsoever.

Assignor and Assignee acknowledge and agree that notwithstanding the transactions contemplated hereby, the Mortgage in favor of Assignee encumbering the Property and all other documents executed in connection with the Mortgage or any amended, successor, or otherwise restated versions thereof or of any of the foregoing, (collectively, the "Loan Documents") shall remain in full force and effect now and hereafter, and the interest of Assignee in the Leases and Rents by virtue of this Assignment shall not merge with the interest or rights of Assignee or its successors and assigns under the Loan Documents. The acceptance by Assignee of this Assignment shall not prejudice, limit, restrict or affect Assignee's or its successors' and assigns' claim of priority under the Loan Documents over any other liens, claims or encumbrances of any kind whatsoever. It is the express intention of Assignor and Assignee that Assignee's interest in the Leases and Rents shall not merge with the interest of Assignee or its successors and assigns under the Loan Documents, but will be and remain at all times separate and distinct and Assignee may hereafter sell the Leases and Rents.

Assignor hereby represents and warrants to Assignee (i) that Assignor has full right, power and authority to assign the Leases and Rents to Assignee as provided herein and that this Assignment is the duly authorized, lawful, valid and effective act of Assignor, (ii) that, to the best of Assignor's knowledge, Exhibit C attached hereto, in the form of a rent roll, is a true, correct and complete list of all Leases affecting the Property as

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of December 22, 1998, (iii) that Exhibit C accurately reflects the amount of all security deposits and any interest payable thereon pursuant to any requirement of law or the Leases, which was taken, received or held at any time with respect to each of such Leases as of December 22, 1998, (iv) that, to the best of Assignor's knowledge, all of such Leases were in full force and effect as of December 22, 1998, (v) that, to the best of Assignor's knowledge, there were no defaults or unperformed landlord obligations thereunder except as disclosed on Exhibit C as of December 22, 1998, and (vi) that Assignor has not previously sold, conveyed or assigned or purported to sell, convey or assign the Leases or Rents to any other party except to Assignee.

Nothing herein contained shall be construed as a delegation or assignment to Assignee by Assignor of any of Assignor's obligations or duties under any of the Leases, it being understood and agreed that Assignee has not and is not assuming, and does not hereby assume, any of such obligations or duties.

Date: 12/22, 1998

ASSIGNOR:

**FIRST BANK AND TRUST COMPANY OF
ILLINOIS**, not individually, but as Trustee of Trust
No. 19-2067

By: 

Its: President

ATTEST:

By: 

Its: Vice President

Document No. 248608

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EXHIBIT A

(LEGAL DESCRIPTION OF PROPERTY)

PARCEL 1:

99419054

LOT 19 IN KNAP'S BIRCHWOOD ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF EAST 4 ACRES OF THAT PART OF SOUTHEAST FRACTIONAL QUARTER (EXCEPT RAILROAD RIGHT OF WAY) OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE (EXCEPT STREETS HERETOFORE DEDICATED) AS SHOWN ON PLAT RECORDED JULY 13, 1912 AS DOCUMENT 5005029 IN COOK COUNTY, ILLINOIS.

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Permanent Index Numbers:

11-30-404-010-0000

11-30-404-011-0000

11-30-404-012-0000

11-30-404-013-0000

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EXHIBIT B

(SCHEDULE OF LEASES)

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Property of Cook County Clerk's Office

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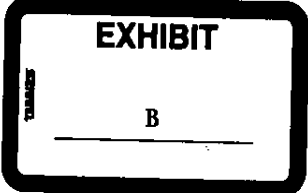
Prairie Crossing, L.L.C.

Rent Roll

11/30/98

99419054

<u>Unit #</u>	<u>Tenant</u>	<u>Sq. Ft.</u>	<u>Current Mo. Rent</u>	<u>Projected Mo. Rent</u>	<u>Proj. Ann. Rent</u>	<u>Proj. Ann. Sq. Ft.</u>	<u>Term From</u>	<u>To</u>
Howard Building								
<u>Retail</u>								
1605 W. Howard,	Around The Clock	3,400	\$ 3,900	\$ 5,867	\$	20	5-1-93	4-30-03
1609 W. Howard		1,500		2,000		18		
1611 W. Howard	MCS Gold Buyers Inc.	1,500	2,000	2,500		20	1-1-99	12-31-08
7534 N. Ashland,	AR Decorating	1,300	250	1,516		14	Mo. to Mo.	
7536 N. Ashland,	Cathy's Wom. & Child. Wear	650	525	750		14	10-1-98	9-30-01
7538 N. Ashland,	Remo Video	650	400	758		14	Mo. to Mo.	
Subtotal		9,000	\$ 7,078	\$ 13,191				
<u>Office</u>								
1607 W. Howard								
201-202	Capstone Equity	1,000	\$ -	\$ 1,083	\$	13	Mo. to Mo.	
203		600		650		13		
204		400		433		13		
205-207	CLIA WIC	1,950	1,787	2,112		13	8-13-98	8-12-01
208-210	Housing Opportunities	1,100	700	1,192		13	Mo. To Mo.	
211	Cook County-Teen	500	485	495		12	7-1-98	6-30-99
212	Housing Opportunities	400		433		13	Mo. To Mo.	
213	A to Z Construction	300	350	350		13	10-1-98	9-30-01
214-216	Shared Conference Room	550		-		0		
217	Youth Enterprises	700		750		13	11/1/98	10/31/01
218-219		1,000		1,083		13	Mo. To Mo.	
220		500		542		13		
Subtotal		9,000	3,332	\$ 9,124				
301	City of Chicago	530	574	574		13	11-1-98	10-31-04
302	City of Chicago	475	515	515		13	11-1-98	10-31-04
303-304	City of Chicago	860	921	921		13	11-1-98	10-31-04
305-307	City of Chicago	1,950	2,113	2,113		13	11-1-98	10-31-04
308-309	City of Chicago	875	948	948		13	11-1-98	10-31-04
310	City of Chicago	330	359	358		13	11-1-98	10-31-04
311	City of Chicago	350	375	379		13	11-1-98	10-31-04
312-313	City of Chicago	700	758	758		13	11-1-98	10-31-04
314-315	City of Chicago	680	715	715		13	11-1-98	10-31-04
316	City of Chicago	330	358	358		13	11-1-98	10-31-04
317	City of Chicago	330	358	358		13	11-1-98	10-31-04
318	City of Chicago	680	715	715		13	11-1-98	10-31-04
319	City of Chicago	500	542	542		13	11-1-98	10-31-04
320	City of Chicago	460	498	498		13	11-1-98	10-31-04
Subtotal		9,000	9,760	\$ 9,760				
400		6,900		7,475		13		
450		2,100		2,275		13		
Subtotal		9,000		\$ 9,750				
Total		38,000	\$ 20,167	\$ 41,814				
Ashland Building								
<u>Retail</u>								
7510 N. Ashland-1	Jackson Movers	7,000	\$ 2,000	\$ 7,583		13	Mo. To Mo.	
<u>Office</u>								
7510 N. Ashland-2		7,000		7,583		13		
Total		14,000	2,000	\$ 15,167				
Grand Total		50,000	\$ 22,167	\$ 56,981				
Total Leased Space		30,000						
Occupancy %		0.80						
Total Rental Income			\$ 22,167					
Economic Occupancy %			0.39					



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EXHIBIT C

(RENT ROLL)

99419054

Property of Cook County Clerk's Office

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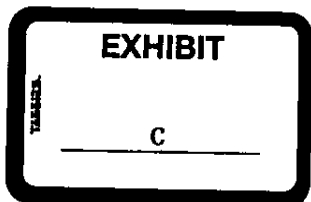
Prairie Crossing, L.L.C.

Rent Roll

11/30/98

99419054

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Grand Total		50,000	\$ 22,167	\$ 56,981				
Total Leased Space		30,000						
Occupancy %		0.80						
Total Rental Income			\$ 22,167					
Economic Occupancy %			0.39					



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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: April 30, 1999

Signature: *Jerry J. Santillo, as agent and counsel*
Grantor or Agent
for First Bank and Trust Co.
of Illinois.

Subscribed and sworn to before
me by the said Grantor
this 30th day of April, 1999.

99419054

Notary Public

[Signature]



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: April 30, 1999

Signature: *Jerry J. Santillo, as agent and counsel*
Grantee or Agent
for First Bank and Trust Co. of
Illinois.

Subscribed and sworn to before
me by the said Grantee
this 30th day of April, 1999.

Notary Public

[Signature]



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]