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1999-08-12 12:30:41
Cook County Recorder 37.00



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THE ABOVE SPACE FOR RECORDER'S USE ONLY

This Trustee's Deed made this 20th day of July A.D. 1999, between LaSalle Bank National Association, formerly known as LaSalle National Bank, Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated the 23d day of June, 1983, and known as Trust Number 106524 (the "Trustee"), and Chicago Title Land Trust Company, as Trustee under Trust Agreement dated July 16, * 1999, and known as Trust Number 1107370

(Address of Grantee(s): 1712N. Clark St., Chicago, Illinois 60601-3294)

Witnesseth, that the Trustee, in consideration of the sum of Ten Dollars and no/100 (\$10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto the Grantee(s), the following described real estate, situated in Cook County, Illinois, to wit: See Legal Description Rider attached hereto, incorporated herein and made a part hereof as Exhibit "B"

COOK CO. NO. 018 114695		STATE OF ILLINOIS		116	Cook County	
		REAL ESTATE TRANSFER TAX			REAL ESTATE TRANSACTION TAX	
	P.B. 16776	AUG 10 '99	DEPT. OF REVENUE	596.00	REVENUE	STAMP
					AUG 10 '99	PA. 11424
						298.00

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE ATTACHED EXHIBIT "A" WHICH IS EXPRESSLY INCORPORATED HEREIN AND MADE A PART HEREOF.

Property Address: 21609 Governor's Highway, Matteson, IL 60443
Permanent Index Number: 31-26-106-002, -005, -006, -007, -008, -009, -010, -011, -029

together with the tenements and appurtenances thereunto belonging.

Mail To
Sharon Edmer
205 W Randolph
Chicago IL 60606

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BOX 333-CTI

7797355 B2AF

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EXHIBIT "A"

To have and to hold the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, 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 praesenti or in futuro, 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 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 to 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.

If the title to any of the above lands 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 cases made and provided.

EXHIBIT "B"

LEGAL DESCRIPTION RIDER ATTACHED TO, INCORPORATED IN AND MADE A PART OF TRUSTEE'S DEED DATED JULY 20, 1999, FROM LaSALLE BANK NATIONAL ASSOCIATION, FORMERLY KNOWN AS LaSALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 23, 1983, AND KNOWN AS TRUST NUMBER 106624, GRANTOR, AND CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 16, 1999, AND KNOWN AS TRUST NUMBER 1107370, GRANTEE

THE WEST 50 FEET OF LOT 3, AND LOT 4, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF LOT 4 IN THE SUBDIVISION OF PART OF LOT 3 LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY AS LOCATED THROUGH SAID LOT 3 IN MILLER, LEWIS AND MILLER'S SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES, 52 MINUTES, 36 SECONDS EAST ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 27 FEET; THENCE SOUTHWESTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 55 FEET, A CHORD BEARING OF SOUTH 62 DEGREES, 40 MINUTES, 08 SECONDS WEST, A CHORD DISTANCE OF 30.37 FEET, A DISTANCE OF 30.76 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4, SAID POINT BEING 14 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00 DEGREES, 05 MINUTES, 54 SECONDS WEST ON THE WEST LINE OF SAID LOT 4, A DISTANCE OF 14 FEET TO THE POINT OF BEGINNING;

ALSO

THE WEST 150 FEET OF LOT 5 AND ALL OF LOTS 6, 7, 8, 9, 10, 11 AND 12 IN THE SUBDIVISION OF PART OF LOT 3 LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY AS LOCATED THROUGH SAID LOT 3 IN MILLER, LEWIS AND MILLER'S SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

subject to:

1. General taxes for the year 1998 and subsequent years including taxes which may accrue by reason of new or additional improvements during the years 1998 and 1999;

2. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees;
3. A 50 foot building line, as shown on plat of said subdivision.
Note: By instrument recorded November 23, 1949 as Document 14681839, said building line is purported to be released as to the land, except Lot 7.
(Affects the west line of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12 and the north line of Lots 3 and 4)
4. Grant recorded December 30 1948 as Document 14470245, between Albert W. Latrge and Martha Latge, his wife, to O'Connor Realty Corporation, of the right, privilege and authority to construct, maintain and operate an 18 inch storm sewer under, through, or upon the South 5 feet of Lot 11.
(Affects Lot 11)
5. A 5 foot public utilities easement across the East side of the land, as shown on plat of said subdivision.
(Affects Lots 6, 7, 8, 9, 10, 11 and 12)
6. Rights of the public and of the State of Illinois in and to that part of the land described as follows: Commencing at the Northwest corner of said Lot 3 as a point of beginning; thence Southerly along the West line of said Lot 3 for a distance of 990.6 feet to a point on the Northerly right of way line of the Elgin, Joliet and Eastern Railroad, thence Northeasterly along said right of way line which forms an angle of 111 degrees 44 minutes of the last described course for a distance of 14.47 feet, more or less, as dedicated for a public highway by instrument of dedication, recorded October 6, 1931 as Document 10983946, in Book 293, of Plats, Pages 44, 45 and 46.
(Affects Lot 12)
7. A 10 foot utility easement over the South line of Lot 4 aforesaid, as disclosed by survey number D-1289 made by Mulford Engineering Service.
8. Grant of easement recorded as Document Number 27140089, to the Village of Matteson, for construction and maintenance of earth berm for flood control.
(Affects a 15 foot strip of land over parts of Lots 10, 11 and 12)
9. The general exceptions contained in the title insurance policy, to-wit:
 - (1) Rights or claims of parties in possession not shown by public records.
 - (2) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - (3) Easements, or claims of easements, now shown by the public records.

- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (5) Taxes or special assessments which are not shown as existing liens by the public records.
10. All notices of zoning, building, fire and health code violations with respect to the aforesaid property which have heretofore been issued and not corrected, and which may hereafter be issued, and without limiting the generality of the foregoing, the building violations and notice therefor heretofore issued by the Village of Matteson, a copy of which is attached hereto, incorporated herein and made a part hereof as Exhibit "B-1"

Commonly known as 21609 Governor's Highway, Matteson, Illinois 60443

Permanent Index Numbers: 31-26-106-002
31-26-106-005
31-26-106-006
31-26-106-007
31-26-106-008
31-26-106-009
31-26-106-010
31-26-106-011
31-26-106-029

County Clerk's Office

EXHIBIT "B-1" ATTACHED TO, INCORPORATED IN AND MADE A PART OF LEGAL DESCRIPTION RIDER ATTACHED TO, INCORPORATED IN AND MADE A PART, AS EXHIBIT "B", OF TRUSTEE'S DEED DATED JULY 20, 1999, FROM LaSALLE BANK NATIONAL ASSOCIATION, FORMERLY KNOWN AS LaSALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 23, 1983, AND KNOWN AS TRUST NUMBER 106624, GRANTOR, AND CHICAGO LAND TRUST TITLE COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 16, 1999, AND KNOWN AS TRUST NUMBER 1107370, GRANTEE

COVERT MOTEL
21609 Governor's Highway

1. Business License: Motel and Bar.
2. Any changes in the signs requires permits.
3. Any occupancy changes, in the house portion of the motel, requires an Existing Structure Inspection (ESI) of the home.
4. A roof certification is required for the entire low level roof. The roof certification should cover Room 1 through the teens, the utility room, the laundry room and the bar. The roof certification should be done by a State Licensed Roofer that is registered with the Village of Matteson.
5. All work done on a commercial building requires licensed contractors and permits.
6. Cap off the exhaust vent from the old hot water heater, and replace the ceiling.
7. Address the parking lot by resurfacing and restriping the entire north lot. Permits are required.
8. Repair or replace the window, in the basement, under Unit #25. Water has saturated the floor by the water heater and furnace.
9. Provide a certification for the fire alarm system.
10. The entire complex is in need of light touch-up paint.
11. Fasten the "cable" line on the north exterior portion of the house.
12. Repair the exterior light fixture on the east side of the house.
13. Screens are required for all operable windows.
14. Light fixture covers are required for the exterior lights.
15. Remove or properly wire the exterior plug by the pop machine.
16. Secure the siding, on the underside of the overhang, in front of Unit #12.
17. Replace the duct for the dryer, in the utility room, where the water heater is located.
18. Replace the rear door of the utility room. The water is entering from underneath the damaged door.

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19. Remove the extension cords from the utility room.
20. Repair the west wall and the south wall of the utility room.
21. A self-closing device is required on both doors of the utility room.
22. Repair the light fixtures in front of Unit #15.
23. Properly install the "phone/detection" line by the laundry room.
24. Immediately clean the area around and behind the clothes dryers in the laundry room.
25. Immediately secure the exhaust vent for the clothes dryers.
26. Repair the ceiling and the wall, in the little room behind the laundry room. [Entry to the small room is through the laundry room.]
27. All exit and emergency lights shall be operational.
28. Repair the floor drain in the laundry room.
29. Scrape, paint, repair or replace the exterior fascia and soffit materials by the bar entrance.
30. Adjust the front door of the bar so that the door closes properly.
31. Repair the "running toilet" in the women's rest room located in the bar.
32. The water needs to be operational in the women's rest room located in the bar.
33. Secure the smoke detector in the women's rest room in the bar.
34. Repair or replace the electrical outlet for the "candy" machine located towards the "old kitchen" next to the women's rest room.
35. Repair the flooring in the "old kitchen."
36. Replace the duct or remove the duct and properly cap off the duct if the furnace is not being used.
37. Repair or replace the flooring in front of the bar.
38. Replace the ripped and damaged bar stools.
39. The Health Inspector shall follow at least two times a year and the cost is to the Business Owner.

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40. Refinish the lower portion of the actual bar. The finished surface is worn and needs to be replaced.
41. Address the chimney located on the east side of the low level building. Determine the cause and repair or replace the furnace chimney.
42. No storage on the exterior of the garbage enclosure. Remove all yard waste, tires, fence sections and miscellaneous debris.
43. Repair the fence and cut the weeds on the east side of the two story building on the south side of the complex.
44. Remove storage from the basement of the two story building on the south side of the complex.
45. Restripe the south parking lot.
46. An address is required on the front door of the business.