

4265933 1/2

UNOFFICIAL COPY

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TRUSTEE'S DEED (COUNTY OF COOK)  
THIS INSTRUMENT WAS PREPARED BY  
DESIRE'E ANN MARKS  
BANCO POPULAR NORTH AMERICA  
8383 WEST BELMONT AVE., RIVER GROVE, IL

0847/0154 25 001 Page 1 of 4  
2000-09-07 13:31:22  
Cook County Recorder 27.50



MIT 4265933 UA 1/2  
THE GRANTOR, BANCO POPULAR NORTH AMERICA, f/k/a PIONEER BANK & TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation in pursuance of a Trust Agreement dated the 28<sup>TH</sup> day of JANUARY, 1996 and known as Trust Number 26610 for the consideration of Ten and No/100 dollars, and other good and valuable considerations in hand paid, conveys and quit

The above space for recorders use only

claims to MICHAEL SOMMERFELD AND JULIE SOMMERFELD <sup>husband + wife</sup> not as tenants in common, <sup>OR</sup> but as joint tenants\*, parties of the second part, whose address is 311 NORTH MAY STREET, CHICAGO, ILLINOIS 60622 the following described real estate, situated in COOK County, Illinois, to wit:

\*but as tenants by the entirety

SEE RIDER ATTACHED HERETO AND MADE HEREOF

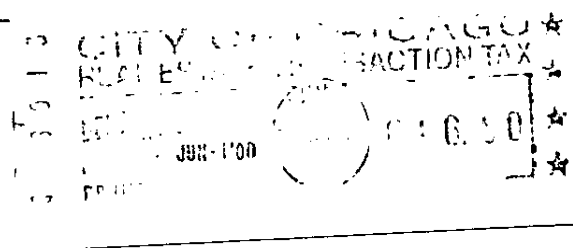
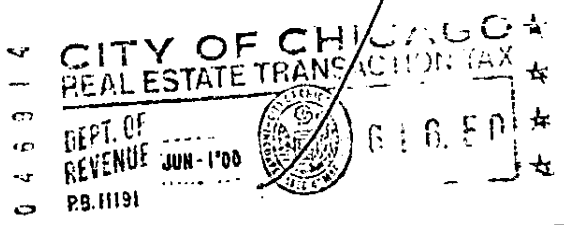
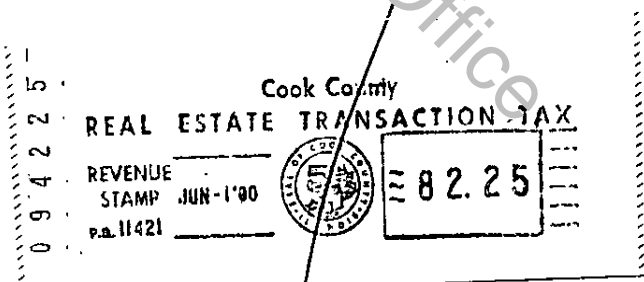
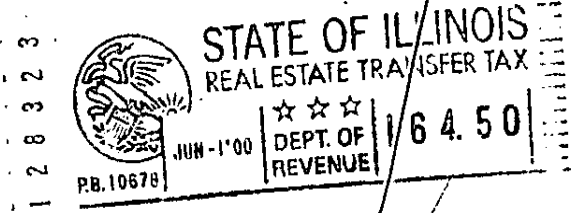
Common Address: 2735 W. ARMITAGE AVENUE UNIT 207/PARKING SPACE 12 CHICAGO, ILLINOIS 60647

PIN: 13-36-400-006 / 13-36-228-027, 028

together with the tenements and appurtenances thereunto belonging

TO HAVE AND TO HOLD unto said party of the second part, said premises not in tenancy in common, but in joint tenancy forever.

SUBJECT TO: (1) REAL ESTATE TAXES NOT YET DUE AND PAYABLE; (2) THE ACT; (3) THE CONDOMINIUM DECLARATION; (4) COVENANTS, CONDITIONS AND RESTRICTIONS AND BUILDING LINES OF RECORD; (5) EASEMENTS EXISTING OR OF RECORD; (6) ACTS DONE OR SUFFERED BY GRANTEE; AND (7) SPECIAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED AND OTHER ASSESSMENTS OR INSTALLMENTS THEREOF, NOT YET DUE.



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# UNOFFICIAL COPY

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) or record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Assistant Secretary this 23<sup>RD</sup> day of AUGUST 2000

**BANCO POPULAR NORTH AMERICA,**  
as Trustee, as aforesaid, and not personally,

By \_\_\_\_\_  
VICE PRESIDENT/TRUST OFFICER

Attest \_\_\_\_\_  
ASSISTANT SECRETARY

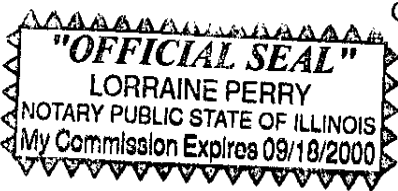
Property of Cook County Clerk's Office

STATE OF ILLINOIS,  
COUNTY OF COOK }

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Trust Officer and Assistant Secretary of the BANCO POPULAR NORTH AMERICA, an Illinois Corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal, Date August 23, 2000



Notary Public

*Lorraine Perry*

DELIVER

NAME LAWRENCE H. LEAVITT, ESQ.

STREET 79 W. MONROE ST., S. 912

CITY CHICAGO, IL 60603 OR

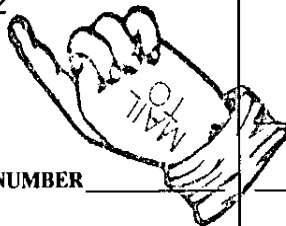
RECORDER'S OFFICE BOX NUMBER

INSTRUCTIONS

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

2735 West Armitage Ave., #207

Chicago, IL 60647



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 198 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 Banco Popular North America, an Illinois Corporation, 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 Banco Popular North America, an Illinois Corporation, 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," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

