

WARRANTY DEED
IN TRUST

UNOFFICIAL COPY

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6947019238 001 Page 1 of 4
2000-10-03 14:47:29
Cook County Recorder 51.00



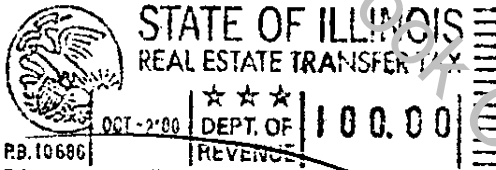
THIS INDENTURE WITNESSETH, That the Grantors, WALTON ASSOCIATES, LLC of the County of Cook and State of Illinois for and in consideration of ten (\$10.00) dollars, and other good and valuable considerations in hand paid, Convey and warrant unto THE NORTHERN TRUST COMPANY, Successor by Merger to Northern Trust Bank/Lake Forest National Association, qualified to accept and execute trusts under the laws of Illinois, as Trustee under the provisions of a Trust Agreement dated the 25th day of August, 1997 known as Trust Number 9464 the following described real estate in the County of Cook and State of Illinois, to-wit:

This above space for recorder's use only.

See attached Exhibit "A":

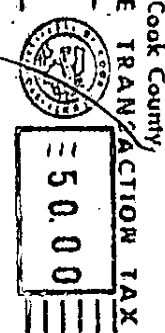
SUBJECT TO: See attached Exhibit "B"

COOK
CO. NO. 016
3088603



58449

REAL ESTATE TRANSACTION TAX
REVENUE
STAMP
OCT-2-00
PA. 11/24



PERMANENT TAX NUMBER: 17-03-208-033-1051
PERMANENT TAX NUMBER: 17-03-208-033-1093

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

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 praesenti or 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 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 time 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.

This space for affixing riders, revenue stamps and exempt stamp.



Document Number

BOX 333-CT1

Handwritten notes: 173, 1, 1095-5000, 02062007, No Affected

Handwritten initials: KSP

In no case shall any part 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.

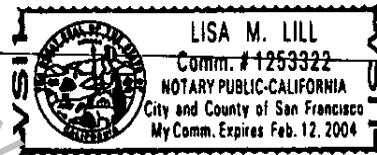
If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor(s) hereby expressly waive(s) and release(s) 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(s) aforesaid having hereunto set his/her/their hand(s) and seal(s) this 26th day of September, 2000.

Walton Associates, L.L.C.,
an Illinois Limited Liability Company
By: BRUCE ABRAMS, INC.,
its Managing Member

By: [Signature] (Seal)
Alice V. Dill, President



(Seal)

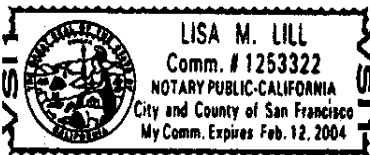
(Seal)

State of ~~Illinois~~ CALIFORNIA
SS.
County of SAN FRANCISCO

The undersigned a Notary Public in and for said County, in the State aforesaid, does hereby certify that Alice V. Dill, President of Bruce Abrams, Inc., personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged signing, sealing, and delivering the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

PREPARED BY:
THE NORTHERN TRUST COMPANY
P.O. BOX 391
LAKE FOREST, ILLINOIS 60045

Given under my hand and Notarial Seal Date September 26, 2000
(Lisa M. Lill) Lisa M. Lill Notary Public
Comm Expires 02/12/04



Tax Mailing Address JOHN A. LOGIUDICE
302 190 E Walton
Chicago IL 60610

Deliver to:
Trust Department
THE NORTHERN TRUST COMPANY
P.O. Box 391
Lake Forest, Illinois 60045

For information only insert street address of above described property.

UNOFFICIAL COPY**EXHIBIT "A"
Legal Description**

PARCEL 1: UNITS P-51 AND P-93 IN THE 180-190 EAST WALTON GARAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 1 IN MAYFAIR-REGENT RESUBDIVISION, BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE IN THE EAST 1/2 OF SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, MAINTENANCE, ENCROACHMENTS, EQUIPMENT AND SERVICES AND SUPPORT BENEFITTING THE AFORESAID (AND THE IMPROVEMENTS THEREON) WHICH ARE SET FORTH IN EASEMENT AGREEMENT RECORDED NOVEMBER 14, 1996 AS DOCUMENT NUMBER 96869215; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 14, 1996 AS DOCUMENT NUMBER 96869215, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, MAINTENANCE, ENCROACHMENTS, EQUIPMENT AND SUPPORT AS SET FORTH IN THE EASEMENT AGREEMENT RECORDED NOVEMBER 14, 1996 AS DOCUMENT NUMBER 96869215.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 96869215 AND EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE PROPERTY AS SET FORTH IN THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 97640251.

Property
Cook County Clerk's Office

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EXHIBIT "B"

Conveyance: At Closing, Seller agrees to cause title to the Condominium to be conveyed to Purchaser by stamped, recordable special warranty deed (the "Deed") subject only to the following matters (collectively, the "Permitted Exceptions"): (1) current real estate taxes and taxes for subsequent years not otherwise due and payable at the time of Closing; (2) the terms and provisions of the Declaration and any amendments thereto; (3) the terms and provisions of the Operating Agreement and any amendments thereto; (4) public, private and utility easements, including any easements established by, or implied from the Declaration, the Operating Agreement, and any amendments thereto; (5) covenants, conditions and restrictions of record (provided the same do not materially adversely impair the use and enjoyment of the Condominium as a parking space); (6) applicable zoning and building laws, ordinances and restrictions; (7) roads and highways, if any; (8) limitations and conditions imposed by the Act; (9) encroachments, if any, which do not materially, adversely impair the use and enjoyment of the Condominium as a parking space; (10) special municipal taxes or assessments for improvements not yet completed and unconfirmed special municipal taxes or assessments; (11) installments due after the date of Closing for assessments established pursuant to the Declaration; (12) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the Deed; (13) matters over which the Title Company (as hereinafter defined) is willing to insure; (14) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (15) Purchaser's mortgage; and (16) leases, licenses and management agreements affecting the Common Elements. If Purchaser is a husband and wife, their interest hereunder shall be as joint-tenants with right of survivorship and not as tenants-in-common, and title shall be conveyed accordingly, unless Purchaser otherwise advises Seller in writing not less than ten (10) days prior to Closing.

Probate & County Clerk's Office