SPECIAL WARRANTY
DEED IN TRUST

THIS INDENTURE, made this 7<sup>th</sup> day of May, 2001 between Old Willow, L.L.C., a limited liability company created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, 225 West Hubbard Street, 4<sup>th</sup> Floor, Chicago, of the County of Cook and State of Illinois, party of the first part and LASALLE BANK NATIONAL ASSOCIATION, National Banking Association whose address is 135 S.

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(Reserved for Recorders Use Only)

LaSalle St., Chicago, I. 60603, as Trustee under the provisions of a certain Trust Agreement dated the 3<sup>rd</sup> day of January, 1983 and known as Trust Number 56882, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 - - - \$10.00 - - - Dollars and other good and valuable consideration, in hand paid, and pursuant to authority given by the Members and Managers of said limited liability company, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to its heirs and assigns FOREVER, all the following described land, situated in the County of Cook and State of Illinois known as described as follows:

### SEE EXHIBIT A ATTACHID HERETO AND MADE A PART HEREOF SUBJECT TO: SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

Commonly Known As Unit 333, 1855 Old Willow Foad, Northfield, Illinois 60093

Property Index Numbers Part of 04-24-216-007

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, ren s, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or in equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its heirs and assigns forever.

Party of the first part also hereby grants to the party of the second part, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

## THE TERMS AND CONDITIONS APPEARING ON PAGE 3 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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 exemption or homesteads from sale on execution or otherwise.

BOX 333-CTI

. IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by a Manager, the day and year first written above.

		Old Willow, L.	L.C., an Illinois limit	ed liability
•		By:	Asher Ja M	anager
State of Illinois County of Cook	) )ss. )		J	
limited liability instrument, appe	ndersigned, a Notary Public in and for his day in person a quant to authority given by the Managery act and deed of said limited limited.	rsonally known to me me to be the same and acknowledged that ers of said limited liab	to be a Manager of Old person whose name is a t as such Manager, he si ility company, as hi free	Willow, L.L.C., an Illinois subscribed to the foregoing gned and delivered the said and voluntary act, and as the
Given under my	hand and official seal, this Lay of	of June	, 2001.	
Commission exp	OFFICIAL SEAL" STEPHANIE T. BENGTSS Notary Public, State of Illino My Commission Expires 10/6		Ebraum To NOTARY P	OMORSON, UBLIC D
Prepared By:	Mary B. Koberstein, Esq. Centrum Properties, Inc. 225 West Hubbard Street, 4th Floor Chicago, Illinois 60610		NOTART P	<sup>10</sup> 5 <b>1</b> 8 <b>790</b>
MAIL TO:	LASALLE BANK NATIONAL AS 135 S. LASALLE ST, SUITE 2500 CHICAGO, IL 60603 or	SSOCIATION		
COOK COUNT	Y RECORDER'S OFFICE: BO	X 350	DENTIFE DEPT.	OF 470.00
Rev. 2/01	REAL ESTATE TRAN  REVENUE  STAMP JUNITED  SOLUTION	2 3 5. 0 0		. 2



Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said premises or any part thereof, 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 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 way, above specified, at any time or times hereafter.

In no case shall any party c'ea ing 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 pure hase 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 Registic of Said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the deliver 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 LaSalle Bank National Association, individually or as Trustee, nor its successor or successors in trust shall incur any personal hability 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 courset, 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 whoms ever 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 LaSalle Bank National Association 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.

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#### Exhibit A

### **Legal Description**

#### Parcel 1:

Unit 333 as delineated on the Plat of Survey on the following described parcel of real estate:

Lot 1 in the Final Plat of Old Willow Subdivision, of that part of the Northeast Quarter of Section 24, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, recorded May 6, 1998 as Document Number 98373125:

Which Plat of Survey is attached as "Exhibit E" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Coo! County, Illinois on May 14, 1999 as Document No. 99470406, as amended from time to time, together with its undiviced interest in said parcel (excepting from said parcel all the property and space comprising the units thereof as defined and set forth in said Declaration and Plat of Survey), all in Cook County, Illinois.

#### Parcel 2:

The exclusive right to the use of Storage Area S 2 and Garage Parking Space P-23 and P-24, limited common elements, as delineated on the survey attached to the Declaration aforesaid recorded as Document Number 99470406, in Cook County, Illinois.

Address of Property: Unit 333, 1855 Old Willow Road, Northfield, Plinois 60093 Cotto

Permanent Index Number: Part of 04-24-216-007-0000

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#### Exhibit B

### **Permitted Exceptions**

- 1. Real Estate taxes for 2000 and subsequent years;
- 2. Special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the date hereof:
- 3. Applicable zoning and building laws or ordinances;
- 4. All rights, easements, restrictions, covenants, conditions and reservations of record or contained in the Declaration and a reservation by the Middlefork Woods Condominium Association ("Association") to itself and its successors and assigns, for the benefit of all unit orders at the condominium, of the rights and easements see forth in the Declaration;
- 5. Utility easements;
- Provisions of the Condominium Property Act of Illinois ("Act"); and 6.
- The Control of Columnia Clark's Office 7. Acts done or suffered by Grantee, or anyone claiming by, through, or under Grantee.

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