FFICIAL CO 0055 45 001 Page 1 of

WARRANTY DEED IN TRUST (ILLINOIS)

2001-10-18 08:56:46

Cook County Recorder

27.00

THE GRANTOR,

THOMPSON AND ANN MICHAEL THOMPSON, husband and wife, of the County of Cook and State of Illinois, for and in consideration of Ten and No/100 (\$10.00) dollars, and other good and valuable considerations in hand paid Convey and Warrant unto:



WILLIAM J. ZWICKY AS TRUSTEE OF THE WILLIAM J. ZWICKY TRUST DATED JUNE 29, 1999, 1701 West Irving Park Road, Unit #2, Chicago, Illinois 60613

the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit "A-2" attached hereto and made a part hereof.

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

TERMS AND CONDITIONS AS SET FORTH IN EXHIBIT A-1 ATTACHED HERETO AND MADE A PART HEREOF.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Thinois, providing for exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunte set his hand and seal this

day of July, 2001.

MAIL TO:

Jerome P. Jakubco, Esq. 2224 West Irving Park Road Chicago, Illinois 60618

SEND SUBSEQUENT TAX BILLS TO:

William J. Zwicky 1635 West Belmont, Unit 704 Chicago, Illinois 60657

BOX 333-CTI

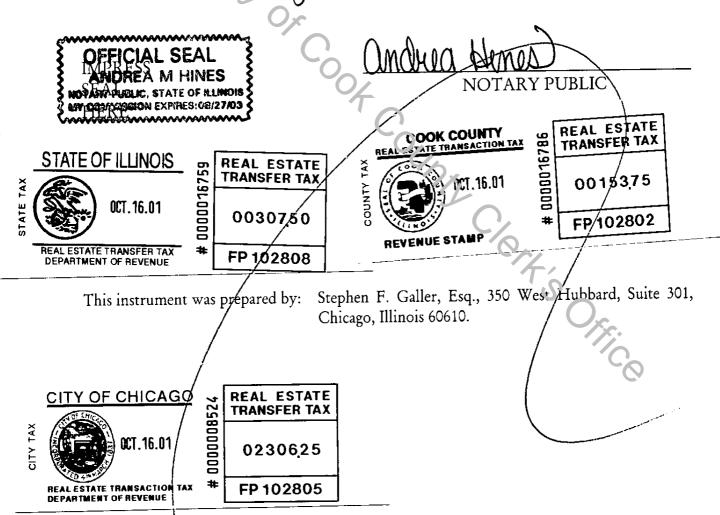
UNOFFICIAL COPY

State of Illinois) ss County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANN THOMPSON and MICHAEL THOMPSON, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of July, 2001.

My Commission expires August 2003



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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 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 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 cor and the 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 the ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether same to or different from the ways above specified, at any time or times hereafter.

In no case shall any party desailing 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 include 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 Truste 2, 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 American National Bank and Trust Company of Chicago, 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 arendment 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 explestate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irre locably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually cond 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 American National Bank and Trust Company of Chicago 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.

REV: 1996

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EXHIBIT "A-2"

UNIT NUMBER 704 BOTH INCLUSIVE IN CINEMA LOFTS CONDOMINIUM AS PARCEL 1: DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

> CERTAIN LOTS IN CINEMA LOFTS CONDOMINIUM SUBDIVISION BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97260793, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS..

THE EXCLUSIVE RIGHT TO THE USE OF P-50 A LIMITED COMMON ELEMENT AS PARCEL 2: DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 97260793

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PARCEL 3: DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 97260791 AND FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE PROPERTY AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT NUMBER 97260792.

SUBJECT TO THE FOLLOWING PERMITTED EXCEPTIONS:

- Real estate taxes which are not yet due and payable, 1.
- Special governmental taxes or assessments for improvements not yet completed; 2.
- Unconfirmed special governmental taxes or assessments; 3.
- Terms, provisions, covenants, conditions and options contained in and rights and easements established by the Declaration of Condominium Ownership recorded April .5, 1997 as Document No. 97260793, as amended by Document Nos. 97691014 and 97978921 and further and added from time to time; 4.
- Terms and provisions of the Illinois Condominium Property Act, as amer ded: 5.
- Covenants, conditions and restrictions of record; 6.
- Public and utility easements; 7.
- Existing leases and tenancies; and 8.
- Acts performed by, through or under Grantee. 9.

10969980

PERMANENT INDEX NUMBER:

14-30-204-067-1108

COMMON ADDRESS OF PREMISES:

1635 WEST BELMONT AVENUE UNIT 704 CHICAGO, ILLINOIS 60657