

UNOFFICIAL COPY

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2001-12-04 14:26:00

Cook County Recorder 27.50

**SPECIAL WARRANTY DEED  
IN TRUST**

**GIT**

4285437(1)



0011138882

**THE GRANTOR**, RTG - LA GRANGE, L.L.C., an Illinois limited liability company, c/o R.T.G. Land Development Corporation, Ltd, 322 W. Burlington, LaGrange, Illinois, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration, CONVEYS to K. P. ROONEY, as TRUSTEE ("trustee") UNDER TRUST AGREEMENT DATED NOVEMBER 19, 2001 AND KNOWN AS TRUST #420 ("Trust"), **GRANTEE**, of 120 Edgebrook Court, Indian Head Park, Illinois 60525, and all and every successor or successors in trust under the Trust, the following described real estate in the County of Cook and State of Illinois:

**SEE EXHIBIT "A" ATTACHED**

Commonly Known As: Unit #201, and Parking Space #P12, 420 W. Burlington Avenue, LaGrange, Illinois 60525

Permanent Index Number(s): 18-04-121-001, 18-04-121-002, 18-04-121-003, 18-04-121-015, 18-04-121-016, 18-04-121-017, 18-04-121-018 and 18-04-121-019 (affects underlying land)

There were no tenants in the Real Estate as the improvements have newly constructed. The Real Estate does not constitute Homestead Property.

**SUBJECT TO:** (a) general real estate taxes not yet due as of the date hereof; (b) the Declaration of Condominium for Spring Avenue Station Condominium, as amended from time to time ("Condominium Declaration"); (c) utility and drainage easements; (d) building, building line and use or occupancy restrictions, conditions and covenants of record; (e) zoning laws and ordinances; (f) the Illinois Condominium Property Act; (g) drainage ditches, laterals, feeders, and drainage tiles; (h) liens and other matters of title over which the title insurer is willing to insure over at no cost to Grantee; and (i) conditions contained in the deed dated July 31, 1880 and recorded as Document No. 318720 regarding sale of liquor and gambling activity on the Real Estate; (j) Village of LaGrange Ordinance approving a preliminary and planned unit development plan; and; (k) acts done or suffered by Grantee (collectively the "Permitted Exceptions").

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the Real Estate, the rights and easements for the benefit of said Real Estate set forth in the Declaration; and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining land described therein. This deed is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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TO HAVE AND TO HOLD the said Real Estate with the appurtenances upon the trusts and for the uses and purposes herein in said agreement set forth.

Full power and authority are hereby granted to said trustees 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 subdivide 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 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 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 an 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 trustees 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 trustees, 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 necessity or expediency of any act of said trustees, or be obliged or privileged to inquire into any of the terms of said Trust; and every deed, trust deed, mortgage, lease or other instrument executed by said trustees 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 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 or in some amendment thereof and binding upon beneficiaries thereunder; (c) that said trustees were 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.

136153



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JAN-2004 DEPT. OF REVENUE 246.00

11138882

REAL ESTATE TRANSFER TAX  
REVENUE STAMP JAN-2004 124.00

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The Grantor warrants to the Grantee that Grantor has not created or permitted to be created any lien, charge or encumbrance against said Real Estate which is not shown among the Permitted Exceptions; and Grantor covehants that it will defend said Real Estate to the extent of the warranties made herein against lawful claims of all persons.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 14th day of November, 2001

RTG - LA GRANGE, L.L.C.  
BY: R.T.G. LAND DEVELOPMENT CORPORATION,  
Manager

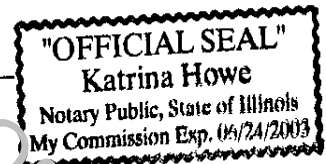
By: Carol Gammonley  
Its Vice President

STATE OF ILLINOIS )  
) ss.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Carolyn Gammonley, personally known to me to be the Vice President of R.T.G. LAND DEVELOPMENT CORPORATION, the Manager of RTG - LA GRANGE, L.L.C., an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he or she signed and delivered the said instrument pursuant to authority of the Board of Directors of said Corporation as his or her free and voluntary act, and as the free and voluntary act of the Corporation and the Company.

Given under my hand and official seal this 14th day of November, 2001

Katrina Howe  
Notary Public



This instrument was prepared by:

Gregory F. Smith, Esq.  
Lillig & Thorsness, Ltd.  
1900 Spring Road, Suite 200  
Oak Brook, IL 60523  
(630) 571-1900

MAIL TO:

Patrick Ptak, Esq.  
Ptak & Rooney  
5717 35th Street  
Cicero, IL 60804

SEND SUBSEQUENT TAX BILLS TO:

K. P. Rooney, Trustee  
420 W. Burlington Avenue, #201  
LaGrange, IL 60525

EXHIBIT "A"

LEGAL DESCRIPTION

UNITS 420-201 AND P12 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SPRING AVENUE STATION CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0011096800, IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office