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2002-01-03 14:45:12

Cook County Recorder 25.50

This instrument drafted by:
Michael J. Sreenan, Esq.
853 N. Elston Ave.
Chicago, Illinois 60622



WARRANTY DEED

This indenture, made December 20th, 2001 between 850 N. Ogden, L.L.C., an Illinois limited liability company ("Grantor") and Philip Dicosola ("Grantee") whose address is: 855C North May Street Unit 40, Chicago, IL 60622. *Di Cosola*

Witnesseth, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is acknowledged, does hereby grant, sell, convey and warrant unto the Grantee, the following described real estate, situated in the City of Chicago, Cook County, Illinois to wit:

1820
6221101

Exhibit A

Parcel 1:

That part of Lots 26 and 27 in Assessor's Division of Block 6 in Elston's Addition to Chicago in the West Half of the Southeast Quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as: commencing at the Southwest corner of said Block; Thence North 00 degrees 00 minutes 00 seconds West along the West line of said Block, 176.56 feet; Thence North 89 degrees 57 minutes 44 seconds East 123.82 feet; Thence North 59 degrees 20 minutes 13 seconds East 24.90 feet; Thence North 89 degrees 57 minutes 44 seconds East 82.68 feet to the point of beginning; Thence continue North 89 degrees 57 minutes 44 seconds East 18.01 feet; Thence North 00 degrees 02 minutes 16 seconds East 63.64 feet; Thence South 89 degrees 57 minutes 44 seconds West 18.01 feet; Thence South 00 degrees 02 minutes 16 seconds West 63.64 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Easements for ingress and egress for the benefit of parcel 1 aforesaid, as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for St. John's Park Townhome Homeowner's Association dated August 23, 2000 and recorded August 28, 2000 as document number 00666092, as amended from time to time.

CITY OF CHICAGO

CITY TAX

JAN. -3.02

REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE

0000003367

REAL ESTATE TRANSFER TAX
0372000
FP326675

3

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Property of Cook County
121100290

CITY TAX
CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE
JAN -3.02
0000003362

REAL ESTATE TRANSFER TAX	0028125
FP326675	

STATE TAX
STATE OF ILLINOIS
REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE
JAN -3.02
00000033668

REAL ESTATE TRANSFER TAX	0003750
FP326703	

COUNTY TAX
COOK COUNTY
REAL ESTATE TRANSACTION TAX
REVENUE STAMP
JAN -3.02
0000001530

REAL ESTATE TRANSFER TAX	0001875
FP326657	

Property of Cook County
121100290
Deputy's Office

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TERMS AND CONDITIONS

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 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 LaSalle Bank National Association, 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 him 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 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.