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2814/0113 26 001 Page 1 of 5  
2002-10-29 15:01:47  
Cook County Recorder 32.50

DEED IN TRUST

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THE GRANTOR (NAME AND ADDRESS)

Marianna Pescatore, divorced and not since remarried and Giorgio Pescatore, a bachelor



3550 N. Lake Shore Drive

(The Above Space For Recorder's Use Only)

of the City of Chicago County of Cook, and State of Illinois, in consideration of the sum of ten and no/100 Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and warrants to See Exhibit A for Grantees Names and Addresses

Exempt under Real Estate Transfer Tax Act. Sec. 4 Par. E & Cook County Ord. 95104 Par. E.

*Elizbeth Chikurski*

Permanent Index Number (PIN): 14-21-111-007-1311

Address(es) of Real Estate: 3550 N. Lake Shore Drive, Unit 1305, Chicago, Illinois 60657

TO HAVE AND TO HOLD said real estate and appurtenances hereto upon the trusts set forth in said Trust Agreement and for the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof, (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, street, highways or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

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0001172578 Page 2 of 3

4. In the event of the inability, refusal of the Trustee herein named, to act, on upon his removal from the County or any other Successor Trustee as directed in the Trust Agreement is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note in the Certificate of Title, duplicate thereof, or memorial, the words "in trust" or "upon condition", or "with limitation", or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantor hereby waive and release any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

DATED this 9th day of September 19 2002

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Marianna Pescatore (SEAL) Giorgio Pescatore (SEAL)

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for



said County in the State aforesaid. DO HEREBY CERTIFY that Marianna Pescatore, divorced and not since remarried and Giorgio Pescatore, a bachelor personally known to me to be the same persons whose name 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, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

Given under my hand and official seal, this 9th day of September 19 2002

Commission expires 4/3/05

Elizabeth Chmielewski NOTARY PUBLIC

This instrument was prepared by Gregory G. Castaldi, 5521 N. Cumberland, #1109, Chicago, IL 60656 (NAME AND ADDRESS)

## Legal Description

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: { Gregory G. Castaldi } { Giorgio Pescatore }  
 { Attorney at Law } { (Name) }  
 { 5521 N. Cumberland, Ste. 1109 } { 3550 N. Lake Shore Drive, Unit 2715 }  
 { Chicago, Illinois 60656 } { (Address) }  
 { (City, State and Zip) } { Chicago, Illinois 60657 }  
 { (City, State and Zip) }

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

EXHIBIT A

Grantees Names and Addresses:

To each, an undivided one-half interest, not as joint tenants with rights if survivorship, but as tenants-in-common:

Marianna Pescatore, as Trustee of the Marianna Pescatore Trust dated August 14, 2000  
7986 S. Garfield Avenue, Unit 15-3  
Burr Ridge, Illinois 60521

Giorgio Pescatore, as Trustee of the Giorgio Pescatore Trust dated August 14, 2000  
3550 N. Lake Shore Drive, Unit 2715  
Chicago, Illinois 60657

Property of Cook County Clerk's Office

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## LEGAL DESCRIPTION

UNIT NUMBER 1305, IN 3550 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON SURVEY OF LOT 1 IN BLOCK 1 IN BAIRD AND WARNER'S SUBDIVISION OF BLOCK 12 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND LOTS 33 TO 37, (INCLUSIVE, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH VACATED ALLEY IN SAID BLOCK AND THE TRACT OF LAND LYING EASTERLY OF AND ADJOINING SAID BLOCK 12 AND WESTERLY OF THE WESTERLY LINE OF NORTH SHORE DRIVE (EXCEPTING STREET PREVIOUSLY DEDICATED), IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1974 KNOWN AS TRUST NUMBER 32679, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AND DOCUMENT NUMBER 24132761, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

Recorder of Cook County Clerk's Office

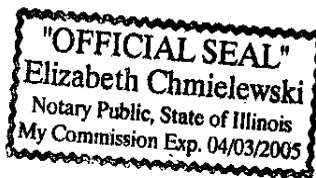
STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois Corporation or Foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a Partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated September 9, 2002

Signature [Handwritten Signature]  
Grantor or Grantee

Subscribed and sworn to before me by the said \_\_\_\_\_ this 9th day of September, 2002.



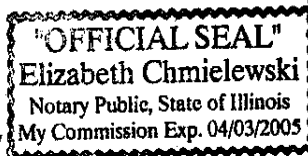
Notary Public Elizabeth Chmielewski

The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois Corporation or Foreign Corporation authorized to do business or acquire and hold title to real estate in Illinois, a Partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated September 9, 2002

Signature [Handwritten Signature]  
Grantee or Agent

Subscribed and Sworn to before me by the said \_\_\_\_\_ this 9th day of September, 2002.



Notary Public Elizabeth Chmielewski

Note: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses.