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2002-11-19 14:29:04  
Cook County Recorder 28.00

B1 # 210198

DEED IN TRUST - QUITCLAIM DEED

The Habitat Company, an Illinois corporation, not personally, but in its official capacity as Receiver for the Chicago Housing Authority ("Grantor") of the County of Cook and State of Illinois for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration receipt of which is hereby acknowledged, conveys and quitclaims to LaSalle Bank National Association, a National Banking Association whose address is 135 South LaSalle Street, Chicago, Illinois 60603 as Trustee under the provisions of a certain Trust Agreement dated the 28th day of February, 1997 and known as Trust Number 122668-05 the following described real estate situated in Cook County, Illinois to wit:



See attached Exhibit A

Commonly known as: 806 East 41<sup>st</sup> Street  
Property Index Numbers: 20-02-105-009

To have and to hold, the said real estate with the appurtenances, upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON PAGE 2 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.

Neither this Deed nor any action of the Grantor under it shall create any duties or obligations on the part of the Receiver in the personal capacity of Daniel E. Levin or The Habitat Company, but shall bind the Grantor in its receivership capacity.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed on or as of the 13<sup>th</sup> day of November, 2002.

The Habitat Company, not personally, but in its official capacity as Receiver for the Chicago Housing Authority

By: [Signature]  
Its: EXEC. V.P.

City of Chicago Real Estate  
Dept. of Revenue Transfer Stamp  
293795 \$600.00  
11/19/2002 13:43 Patch 03199 87

State of Illinois )  
County of Cook )

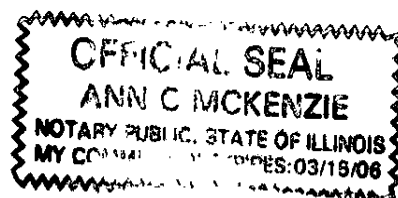
I, Ann McKenzie, a Notary Public in and for the State of Illinois, do hereby certify that Valerie B. Jarrett personally known to me to be the Executive Vice President of The Habitat Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that s/he signed and delivered the said instrument pursuant to authority given by The Habitat Company as his/her free and voluntary act and as the free and voluntary act and deed of The Habitat Company, for the uses and purposes therein set forth.

Given under notarial seal this 13<sup>th</sup> day of November, 2002.

[Signature]

This document was prepared by: Ann McKenzie, 350 W. Hubbard, Suite 430, Chicago, Illinois 60610

MAIL TO: William B. Phillips  
Levin, McParland & Phillips  
180 N. Wacker Drive, Suite 300  
Chicago, Illinois 60606



Box 430

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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 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 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.

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Exhibit A

THAT PART OF THE EAST 50 FEET OF THE SOUTH 48.75 FEET OF LOT 3 AND THE EAST 50 FEET OF LOT 4 IN BLOCK 15 IN WADSWORTH AND HOOD'S RESUBDIVISION OF BLOCKS 15 AND 16 IN CLEAVERVILLE DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 50 FEET OF LOT 4 AND RUNNING THENCE EAST 16 FEET 8 5/8 INCHES; THENCE IN A NORTHWESTERLY DIRECTION 55 FEET AND 3 INCHES ALONG THE CENTER LINE OF A BRICK WALL TO A POINT 16 FEET AND 6 1/2 INCHES EAST OF THE WEST LINE OF SAID 50 FEET OF SAID LOT 4; THENCE DUE NORTH TO THE NORTH LINE OF THE SOUTH 48.75 FEET OF THE EAST 50 FEET OF LOT 3; THENCE WEST TO THE WEST LINE OF SAID 48.75 FEET OF THE EAST 50 FEET OF SAID LOT 3; THENCE SOUTH TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. ✓

810 East 41<sup>st</sup> Street

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