

**SPECIAL WARRANTY
DEED**



0030113685

First Bank National Association Trust under trust agreement dated 3/1/1997 (House Equity Loan Trust 1997-1), by Fairbanks Capital Corp., a Utah corporation its attorney in fact ("Grantor") in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and quit claim to LaSalle Nat'l Bk T/U/T 128724 dated 1/16/2002 ("Grantee") the following described Real Estate in Cook County, Illinois.

Lot 14 (except the North 10 feet thereof) and the North 15 feet of Lot 15 in Block 1 in 79th Street Addition to Cheltenham Beach, in the Northwest 1/4 of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

grantee address: 2175 Churchill Lane, Highland Park, IL 60035
P.I.N. # 21-31-103-012

Property Commonly Known As: 7923 S. Kingston Chicago, Illinois 60617

Grantor warrants to the Grantees and Grantees' heirs and assigns that it has not done or suffered to be done anything to the property during Grantor's ownership thereof or in any manner encumbered the property except as expressly set forth in this deed and further covenants and warrants that it will defend the property against all persons asserting claims through Grantor contrary to the foregoing limited warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED, THIS CONVEYANCE OF REAL ESTATE AND IMPROVEMENTS THEREON IS MADE "AS-IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND EXCEPT THE WARRANTY OF TITLE EXPRESSLY PROVIDED HEREIN.

Dated: December 11, 2002

First Bank National Association Trust under trust agreement dated 3/1/1997 (House Equity Loan Trust 1997-1),

By: FAIRBANKS CAPITAL CORP., a Utah corporation, its attorney in fact

Mindsup

By: JOYCE KINDSVOGEL, DOC. CONTROL OFFICER

1st AMERICAN TITLE order # 18372 D 1081



This document prepared by:
Kluever & Platt, LLC
65 E. Wacker Place, Suite 1700
Chicago, IL 60601

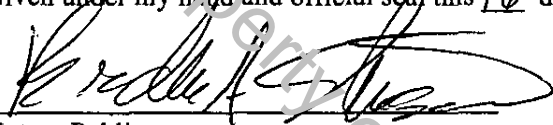
Mail subsequent tax bills to and after recording return to:
Michael Zaslavsky
180 N. LaSalle St. # 3150
Chicago, IL 60601

UNOFFICIAL COPY

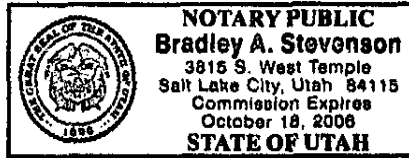
STATE OF Utah)
COUNTY OF Salt Lake)) SS:

I, Bradley A. Stevenson, Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JOYCE KINDSVOGEL, DOC. CONTROL OFFICER known to me to be the _____ of Fairbanks Capital Corp., a Utah corporation, 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 severally acknowledged that as such JOYCE KINDSVOGEL, DOC. CONTROL OFFICER, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth.

Given under my hand and official seal this 16 day of December, 2002.



Notary Public

My Commission Expires: _____




City of Chicago
Dept. of Revenue
297567
01/09/2003 13:06 Batch 02208 6

Real Estate
Transfer Stamp
\$345.00



0 5 3 4 1 1
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
JAN 07 09 11 46 00
RB 10042 1

0 3 6 7 7 5
Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP NOV 21 11 23 00
p.a. 10847



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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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