

UNOFFICIAL COPY

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2003-03-21 16:42:03

Cook County Recorder 30.50

TRUSTEE'S DEED IN TRUST



0030390756

(Reserved for Recordors Use Only)

THIS INDENTURE, dated MARCH 20, 2003 between LASALLE BANK NATIONAL ASSOCIATION, a National Banking Association duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement dated JULY 19, 2001 and known as Trust Number 127905 party of the first part, and COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO HARRIS TRUST & SAVINGS BANK

as Trustee under the provisions of a certain Trust Agreement dated MAY 19, 1998 and known as Trust Number 06-04156 party of the second part whose address is 850 W JACKSON BLVD, CHICAGO, ILLINOIS 60607

WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party/parties of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As: 5372, 5410 - 18 AND 5433 NORTH MILWAUKEE AVENUE, CHICAGO, ILLINOIS

Property Index Numbers: 13-08-224-033, 13-08-211-039, 13-08-211-040, 13-08-211-041, 13-08-211-042, & 13-08-213-011

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the said real estate with the appurtenances, upon the trusts, 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.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the grantee Trustee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

LASALLE BANK NATIONAL ASSOCIATION, as trustee and not personally,

By: Kathleen E Shields  
KATHLEEN E. SHIELDS, TRUST OFFICER

Prepared By: LASALLE BANK NATIONAL ASSOCIATION, 135 S. LASALLE ST, SUITE 2500, CHICAGO IL 60603

STATE OF ILLINOIS ) I, the undersigned, a Notary Public in and for said County and State, do hereby certify  
COUNTY OF COOK ) KATHLEEN E. SHIELDS, TRUST OFFICER of LaSalle Bank National Association 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 said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 20TH day of MARCH, 2003

Surrajina McKinley  
NOTARY PUBLIC



MAIL TO:

Burke, Warren MacKay & Serritella 330 N. Wabash, 60611

SEND FUTURE TAX BILLS TO:

Cole Taylor Bank Trust 127905, c/o 5373 N. Milwaukee, Chicago, IL 60630

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 re-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 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 of 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 Grantee, 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 Grantee 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.

EXEMPT UNDER PROVISIONS OF PARAGRAPH e, SECTION 4, REAL ESTATE TRANSFER ACT

March 21, 2003  
Date

Brian Charles Connors  
Signature of Buyer, Seller or Representative

**UNOFFICIAL COPY**EXHIBIT "A"LEGAL DESCRIPTIONParcel 1:

LOT 13 IN BLOCK 2 (EXCEPT THAT PART CONVEYED TO CITY OF CHICAGO BY DOCUMENT 9950441) MILWAUKEE AVENUE FRONT BEING A SUBDIVISION OF BLOCK'S 1 AND 2 IN OLIVER H. HORTONS SUBDIVISION OF A PART OF EAST HALF OF THE NORTH EAST QUARTER LYING BETWEEN RAND ROAD AND THE NORTH MILWAUKEE PLANK ROAD IN SECTION 8 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS.

**Commonly Known As: 5372 North Milwaukee Avenue, Chicago, Illinois 60630**  
**PIN: 13-08-221-033**

Parcel 2A:

LOTS 20 AND 21 (EXCEPT THAT PART TAKEN FOR WIDENING OF MILWAUKEE AVENUE) AND LOT 22 (EXCEPT THE NORTHEASTERLY 21 FEET THEREOF) IN BLOCK 1 IN MILWAUKEE AVENUE FRONT BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST ¼ LYING BETWEEN RAND ROAD AND MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2B:

LOTS 23 AND 24 IN BLOCK 1 IN MILWAUKEE AVENUE FRONT BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST ¼ LYING BETWEEN RAND ROAD AND NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART OF SAID LOTS 23 AND 24 LYING BETWEEN SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SOUTHWEST MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS.

**Commonly Known As: 5410-5418 North Milwaukee Avenue, Chicago, Illinois 60630**  
**PIN: 13-08-211-039; 13-08-211-040; 13-08-211-041; 13-08-211-042; 13-08-211-043**

Parcel 3:

LOT 54 (EXCEPT THAT PART THEREOF LYING BETWEEN THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE MILWAUKEE AVENUE) IN BLOCK 3, IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

**Commonly Known as: 5433 North Milwaukee Avenue, Chicago, Illinois 60630**  
**PIN: 13-08-213-011**

STATEMENT BY GRANTOR AND GRANTEE

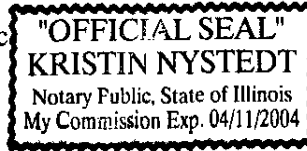
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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 and hold title to real estate under the laws of the State of Illinois.

Dated: March 21, 2003

Signature: Brian Conrad Clark (Grantor or Agent)

Subscribed and sworn to before me this 21st day of March, 2003.

Kristin Nystedt (Notary Public)



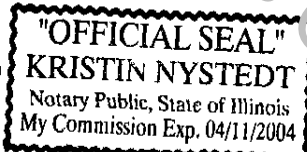
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: March 21, 2003

Signature: Brian Conrad Clark (Grantee or Agent)

Subscribed and sworn to before this 21st day March, 2003

Kristin Nystedt (Notary Public)



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 of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]