# **UNOFFICIAL COPY**

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Mail to: Bill Ralph 10540 S Western 405 Chicass II 60643

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 06/05/2003 03:54 PM Pg: 1 of 4

FIRST AMERICAN TITLE 608 ORDER NUMBER 355 608

#### SPECIAL WARRANTY DEED

THE GRANTOR PLEDGED FROPERTY II, LLC a corporation created and existing under and by virtue of the laws of the State of Texas, and duly authorized to transact business in the State of Illinois, for the consideration of the sum of Ten and no/100 dollars (\$10.00), pursuant to the authority given it by the Board of Directors of said corporation does hereby SELL CONVEY to COSMOPOLITAN BANK AND TRUST COMPANY , an Illinois as Trustee under Corporation, the provisions of a trust agreement dated the g day of O(4a5)and known as Trust Number 31511 hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or successors ir trust under said trust agreement, the real estate situated in the County of COOK, State of Illinois, to wit;

LOT 24 (EXCEPT THE NORTH 25 FEET THEREOF) IN BLOCK 11 IN E. L. BRAINERD'S RESUBDIVISION OF BLOCKS 1 TO 8 INCLUSIVE AND 11 IN W. O. COLE'S SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ (EXCEPT THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼) OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Subject to: general taxes not due and payable at the time of closing; building lines and building laws and ordinances; zoning laws and ordinances, but only if the present use of the property is in compliance therewith or is a legal non-conforming use; visible public and private roads and highways; easements for public utilities which do not underlie the improvements on the property; other covenants and restrictions of record which are

0315601251 Page: 2 of 4

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not violated by the existing improvements upon the property; party wall rights and agreements

Commonly known as 8901 S. ADA STREET, CHICAGO, IL 60620 PIN 25-05-121-035-0000

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey whether with or without consideration; to convey said premises 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 property or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, 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 property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey, assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application

0315601251 Page: 3 of 4

## **UNOFFICIAL COPY**

of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see to that the terms of this trust have been complied with, or be obliged to inquire in to the 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created by this indenture and by said trust agreement was in fall 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 some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, rease 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.

The interest of each and every beneficiary hereunder and of all persons claiming under them of any of them shall be only in the earning, avails and proceeds arising from the sale or 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 the earnings, avails and proceeds thereof as aforesaid.

And the Grantor further covenants that the premises are free and clear from any encumbrances done or suffered by it, and that it will warrant and defend the title to the premises unto the Grantee and its heirs, successors and assigns forever against lawful claims and demands of all persons claiming under Grantor, but not otherwise

In Witness whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its authory of Signature, this // day of April \_\_\_\_\_\_, 2003.

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PLEDGED PROPERTY II, LLC Sandra Castille 4 DOOD 4000 4 REAL ESTATE TRANSFER TAX 0009400 REAL ESTATE CITY OF CHICAGO TRANSFER TAX 00705.00 # 0000002505 FP 102812 AL ESTATE TRANSACTION TAX **COUNTY TAX** OF REVENUE STATE OF ILLINOIS Texas of Harris undersigned, a Notary Public, in and for the County oresaid, DO HEREBY CERTIFY that \_\_ personally known to me to be the PLEDGED PROPERTY LLC II, of Authorized Signatory personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this acknowledged that severally day he signed and delivered the said **Authorized Signatory** 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 the uses and purposes therein set forth. Given under my hand and official seal dhis \_ 2003. Commission expires 7-11-2007 Public **MORGAN CLARK** This instrument prepared by Mary F. Murray, 6223 N. Navajo, Chicago, Illinois.