

UNOFFICIAL COPY



Chicago Title Insurance Company

WARRANTY DEED IN TRUST



0333247108D

Doc#: 0333247108
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 11/28/2003 08:46 AM Pg: 1 of 4

GIT
4380829 a (1/1)

THIS INDENTURE WITNESSTH, That the grantor(s) Freebaum-Warner LLC of the County of Cook and State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and Warrant(s) unto El'ke Charfoos Trust Dated March 17, 1997, ^{AS TRUSTEE OF LIVING} ~~A LIVING TRUST~~ whose address is 7625 N. East Lake Terrace, Unit 408, Chicago, Illinois 60624, as Trustee under the provisions of a trust agreement dated the March 17, 1997, known as Trust Number _____ the following described Real Estate in the County of Cook and State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

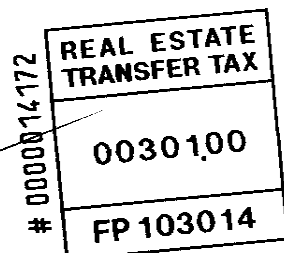
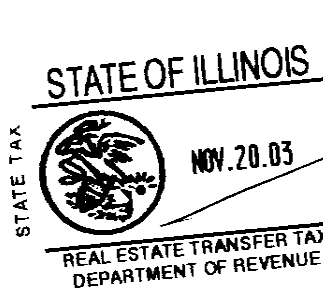
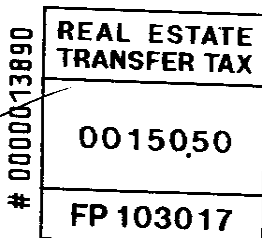
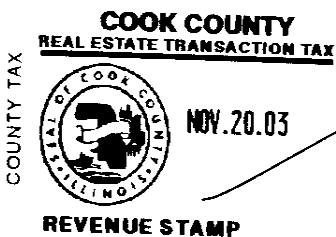
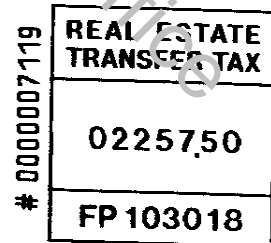
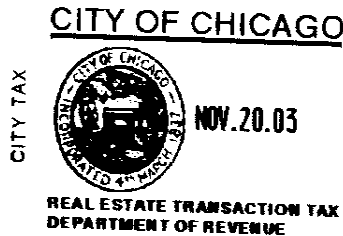
SUBJECT TO: general real estate taxes not yet due and payable; covenants, conditions and restrictions of record; public and utility easements; zoning and building laws and ordinances, roads and highways if any; the Act; the Declaration and By-Laws; such other matters as to which the Title Insurer commits Purchasor against loss or damage; Encroachments, which do not affect the use of the Units as a residence; and acts of Purchaser.

PERMANENT TAX NUMBER: 14-17-310-014-0000

VOLUME NUMBER: _____

Address(es) of Real Estate: 1445 W. Warner, Unit 3E Chicago, Illinois 60613

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.



UNOFFICIAL COPY

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and 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 either 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 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 or 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 of any purchase money, rent, money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into 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 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 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, 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.

The interest of each and every beneficiary hereunder 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 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 said grantor(s) hereby expressly waive(s) and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid has hereunto set his hand(s) and seal(s) this 31st day of October, 2003.

Freebaum-Warner LLC

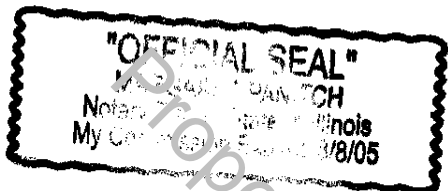
By: Michael Freeman
Michael Freeman
Member

UNOFFICIAL COPY

State of Illinois County of Cook

I, MARGARET PANITCA a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Freeman, Member, Freebaum-Warner LLC, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 31 day of October, 2003.



Margaret Panitca (Notary Public)

Prepared By: Gregory A. Braun
217 N. Jefferson, 5th Floor
Chicago, Illinois 60661

Mail To:
Jerome P. Jakubco
Jakubco, Richards & Jakubco
2224 West Irving Park Road
Chicago, Illinois 60618

Name & Address of Taxpayer:
Elke Charfoos
7625 N. East Lake Terrace, Unit 408
Chicago, Illinois 60626

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A" LEGAL DESCRIPTION

PROPERTY: 1445-47 W. Warner, Chicago, IL

Unit 3E and P- 1 IN 1445-47 WARNER CONDOMINIUMS AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

Lot 10 in Block 2 in Ashland Avenue Addition to Ravenswood in the Southwest ¼ of the Southwest ¼ of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which Survey is attached as Exhibit "B" to the Declaration of Condominium Recorded NOV 6, 2003, 2003 as Document 0331019169, as amended from time to time, Together with its Undivided Interest in the Common Elements.

PIN: 14-17-310-014-0000

Subject To: (1) real estate taxes not yet due and payable; (2) private, public and utility easements; (3) applicable zoning and building laws or ordinances; (4) all rights, easements, restriction, conditions and reservations contained in the Declaration; (5) provisions of the Act; (6) such other matters, as to which the Title Insurer (as hereinafter defined) commit to insure Buyer against loss or damage; (7) covenants, conditions, restrictions, party wall rights, permits, easements and agreements of record which do not materially adversely affect the use of the Premises as a condominium residence, and (8) acts of Buyer.

"Grantor also hereby grants Grantee, it's successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, as Grantor reserves to itself, it's successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein."

"This Deed to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein."