

UNOFFICIAL COPY



0335139044

DEED IN TRUST

Doc#: 0335139044
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 12/17/2003 12:07 PM Pg: 1 of 4

THIS INDENTURE WITNESSETH, That the Grantor, ANJUD, LLC, of Chicago, Illinois, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, the receipt and sufficiency of which is hereby acknowledged, gives, grants, remises, releases and forever quit-claims unto STATE BANK OF COUNTRYSIDE, not individually but as Trustee under the provisions of a declaration of trust dated July 26, 1995 and known as Trust No. 95-1598 (the "Trustee" and "Trust Agreement", respectively), whose address is 6734 Joliet, Countryside, Illinois, all right, title and interest in that certain real property situated in Cook County, Illinois, and more particularly described on Exhibit "A" attached hereto and made a part hereof, commonly known as 3634-58 South Rockwell, Chicago, Illinois, to-wit (the "Property").

TO HAVE AND HOLD said Property with the appurtenances, upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

In addition to all of the powers and authority granted to the Trustee by the terms of the Trust Agreement, full power and authority is hereby granted to the Trustee with respect to all or any part of the Property, to do any one or more of the following: to improve, manage, protect and subdivide the Property or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to re-subdivide the Property as often as desired; to contract to sell or convey the Property on any terms, either with or without consideration; to grant options to purchase; to convey the Property 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 the Trustee; to donate, dedicate, mortgage, pledge or otherwise encumber the Property, or any part thereof; to operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on the Property; to lease the Property or any part thereof from time to time, in possession or reversion, by leases to commence at the present or in the 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 the 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 the Property or any part thereof, including the power to release, convey or assign to another trustee conferring upon said trustee all of the power and authority herein conferred upon the Grantee hereunder; and to deal with the 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 the Trustee, or any successor in trust, in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the Property, 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 the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement. Every deed, trust deed, mortgage, lease or other instrument executed by the Trustee, or any successor in trust, in relation to the Property 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 the Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was

171
DN7
ES3
2402922
SA 2267042
CTI SA 2267042

4
BOX 332-07

UNOFFICIAL COPY

executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that the 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 or document, 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 the Grantee named herein, 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 and attorneys may do or omit to do in or about the Property or under the provisions of this Deed or the Trust Agreement or amendment thereto, or for injury to person or property happening in or about the Property, 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 the Property 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 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 the Property, 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, the intention being to vest in the Grantee named hereunder, as Trustee under the Trust Agreement, the entire legal and equitable title in fee simple, in and to all of the Property.

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 the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, Grantor has executed this Deed in Trust on this 14 day of October, 2003.

ANJUD, LLC an Illinois limited liability company

By: *Ashley Ross*
Ashley Ross, Manager

STATE OF IL
COUNTY OF COOK SS.

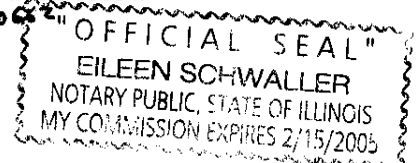
Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared the above named Ashley Ross, in his capacity as Manager of ANJUD, LLC, personally known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 14th day of October, 2003.

[Signature]
Notary Public

This instrument was prepared by Peter E. Manis, 2300 Lincoln Park West, Chicago, Illinois 60614.

After recording, return to: John C. Griffin, 10001 S. Roberts Road
Palms Hills, IL 60465



UNOFFICIAL COPY

EXHIBIT "A"

Legal Description

The East 141 feet of Block 8 (except the South 20 feet thereof) in the Resubdivision of Blocks 7 to 10, inclusive, in Corwith's Resubdivision of Lots 81 to 120, 124 to 140, 144 to 150, 152 to 157, all inclusive, in the Town of Brighton in the West 1/2 of the Southeast 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.


Permanent Index No. 16-36-411-002

Property Address: 3634-58 South Rockwell
Chicago, Illinois

Property of Cook County Clerk's Office

CITY OF CHICAGO

CITY TAX




DEC. 11. 03

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

000006925

REAL ESTATE TRANSFER TAX
03750.00
PR 102805

COOK CO. NO. 018
3 2 3 5 3 3



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

DEC-8'03

DEPT. OF REVENUE

500.00


P.B. 10686

Cook County

REAL ESTATE TRANSACTION TAX

REVENUE STAMP DEC-8'03

P.B. 11427



250.00

UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

} SS.

Ashley Ross, being duly sworn on oath, states that
he resides at 3400 N. Lake Shore Drive. That the
attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Ashley Ross

SUBSCRIBED and SWORN to before me

this 14 day of October, 2003

[Signature]

Notary Public

