



Doc#: 0407005075
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 03/10/2004 11:58 AM Pg: 1 of 5

6032029
13082029

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, Magnolia Gardens, L.P., an Illinois Limited Partnership of the County of Cook and State of Illinois for and in consideration of the sum of TEN AND 00/100 Dollars (\$10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, CONVEYS and WARRANTS unto LASALLE BANK NATIONAL ASSOCIATION, a National Banking Association whose address is 135 S. LaSalle St., Chicago, Illinois 60603, as Trustee under the provisions of a certain Trust Agreement dated the 29th, day of September, 2003 and known as Trust Number 131808, the following described real estate situated in Cook County, Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As: 4553 N. Magnolia, Unit 209, Parking P-36, Chicago, IL 60649
LCE

Property Index Numbers: 14-17-118-022-0030

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.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this 22nd day of January, 2004.

Magnolia Gardens, L.P., an Illinois Limited Partnership
By: 1215 1231 Wilson, LLC, its General Partner

By: *[Signature]* MGR.

STATE OF ILLINOIS) I, STEVEN K. NORGAARD a Notary Public in and for said County, in the State
COUNTY OF COOK) aforesaid, do hereby certify that Kent A. Kuebe has 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
he signed, sealed and delivered said instrument as a 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 seal this 22nd day of 2004

[Signature]
NOTARY PUBLIC



PREPARED BY: Barbara M. Demos, Attorney at Law, 4746 N. Milwaukee Avenue, Chicago, IL 60630

MAIL TO: LASALLE BANK NATIONAL ASSOCIATION
135 S. LASALLE ST., SUITE 2500
CHICAGO, IL 60603 or

COOK COUNTY RECORDER'S OFFICE: BOX 350


SEND TAX BILLS TO: Don Michael Hladko, 4553 N. Magnolia, Unit 209, Chicago, IL 60649

ATGF, INC.

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STATE TAX

STATE OF ILLINOIS



HAR. - 3.04

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE


0000052970

REAL ESTATE TRANSFER TAX
0030500
FP326652

COUNTY TAX

COOK COUNTY

REAL ESTATE TRANSACTION TAX



HAR. - 3.04


REVENUE STAMP

0000001055

REAL ESTATE TRANSFER TAX
0015250
FP326665

CITY TAX

CITY OF CHICAGO



HAR. - 3.04


REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000004420

REAL ESTATE TRANSFER TAX
00900.00
FP326650

CITY TAX

CITY OF CHICAGO



HAR. - 3.04


REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

000001121

REAL ESTATE TRANSFER TAX
00900.00
FP326650

CITY TAX

CITY OF CHICAGO



HAR. - 3.04

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

000001122

REAL ESTATE TRANSFER TAX
0048800
FP326650

OFFICIAL SEAL
STEVEN K. NORGAARD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/31/2017

UNOFFICIAL COPY**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 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 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 Title is hereby directed not to register or note in the certificate or 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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ATTORNEYS TITLE GUARANTY FUND, INC.**EXHIBIT "A"****Legal Description:**

Parcel 1:

UNIT 209 IN THE MAGNOLIA GARDENS CONDOMINIUMS AS DEPICTED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 46, 47 AND 48 IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE WEST 1/2 OF SAID NORTHWEST 1/4 WHICH LIES NORTH OF SOUTH 800 FEET THEREOF AND EAST OF THE GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, RECORDED, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER *, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

* 040219155

Parcel 2:

THE EXCLUSIVE RIGHT TO THE PARKING SPACE NUMBER P-36, A LIMITED COMMON ELEMENT ("LCE"), AS DELINEATED ON THE PLAT OF SURVEY, AND THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF UNIT 209, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM; THE GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS AS SET FORTH IN THE DECLARATION FOR THE REMAINING LAND DESCRIBED THEREIN.

Permanent Index Number:

14-17-118-022-0000

Property Address:

4553 N. Magnolia, Unit #209
Chicago, IL 60640

Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee, their heirs, successors and assigns, that Grantor has not done or suffered to be done, anything whereby the real estate hereby granted is, or may be, in any manner encumbered or charged, except as herein recited, and that Grantor will WARRANT and DEFEND, the real estate against all persons lawfully claiming, or to claim the same, by, through or under Grantor, SUBJECT TO:

Covenants, conditions and restrictions of record; terms, provisions, covenants and conditions of the Declaration of condominium and all amendments thereto, if any; installments due after the date of this instrument, for assessments established pursuant to the Declaration; private, public and utility easements, including any easements established by or implied from the Declaration and any amendments thereto; party wall rights and agreements, if any; general real estate taxes not yet due and payable; special taxes or assessments for improvement heretofore completed; roads and highways, if any; applicable building and building line restrictions, zoning and building laws or ordinance; the Condominium Property Act (the "Act"); leases and licenses affecting the Common Elements; acts done or suffered by grantee, or anyone claiming, by, through, or under grantee; liens and other matters as to which the title company commits to insure against loss or damage.

ALSO SUBJECT TO: Declaration of Covenants, Conditions, Restrictions, and Easements by grantor dated the 21st day of January 2004 and recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 040219154, which is incorporated herein by reference thereto. Grantor grants to the grantees, their

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heirs and assigns, as easements appurtenant to the premises hereby conveyed the easements created by said Declaration for the benefit of the owners of the parcels of realty herein described. Grantor reserves to itself, its successors and assigns, as easements appurtenant to the remaining parcels described in said Declaration, the easements thereby created for the benefit of said remaining parcels described in said Declaration and this conveyance is subject to the said easements and the right of the grantor to grant said easements in the conveyance and mortgages of said remaining parcels or any of them, and the parties hereto, for themselves, their heirs, successors and assigns, covenant to be bound by the covenants and agreements in said document set forth as covenants running with the land.

Grantor also hereby grants to the grantee, its 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, aforesaid, and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein. 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.

Property of Cook County Clerk's Office