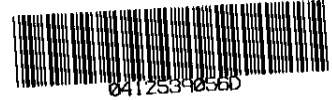


# UNOFFICIAL COPY



Doc#: 0412539056  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 05/04/2004 01:34 PM Pg: 1 of 4

## DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT  
THE GRANTOR, Albert H. Scherb,  
III and Suzanne Boggs  
Scherb, His wife

of the County of Cook and  
State of Illinois for and

in consideration of the sum of Ten Dollars  
(\$ 10.00 ) in hand paid, and of other

good and valuable considerations, receipt of  
which is hereby duly acknowledged, convey and

**WARRANT** unto **LASALLE BANK**  
**NATIONAL ASSOCIATION**, a National

Banking Association whose address is 135 S.  
LaSalle St., Chicago, IL 60603, as Trustee

under the provisions of a certain Trust Agreement dated 14, day of April, 2004 and known as Trust  
Number 132668

the following described real estate situated in Cook County, Illinois, to wit:

(Reserved for Recorders Use Only)

### SEE ATTACHED LEGAL DESCRIPTION

2141 North Dayton, Chicago, IL

Commonly Known As

Property Index Numbers 14-32-220-005-0000

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 16 day of April, 2004.

*[Signature]*  
Seal ALBERT H. SCHERB III

*[Signature]*  
Seal SUZANNE BOGGS SCHERB

Seal

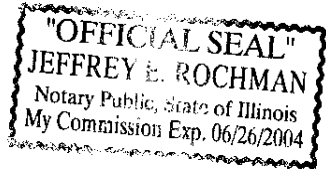
Seal

STATE OF Illinois ) I, Jeffrey E. Rochman, a Notary Public in and for  
COUNTY OF Cook ) said County, in the State aforesaid, do hereby certify Albert H. Scherb III and  
Suzanne Boggs Scherb

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered of 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 16 day of April, 2004

*[Signature]*  
NOTARY PUBLIC



Prepared By:  
Jeffrey E. Rochman  
55 West Monroe-Suite 3950  
Chicago, Illinois 60603

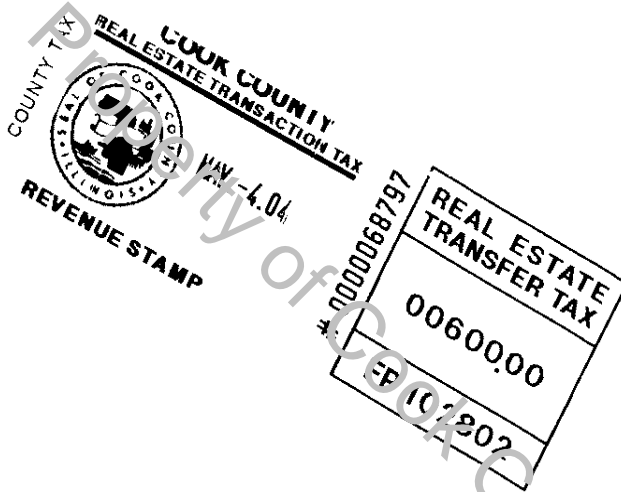
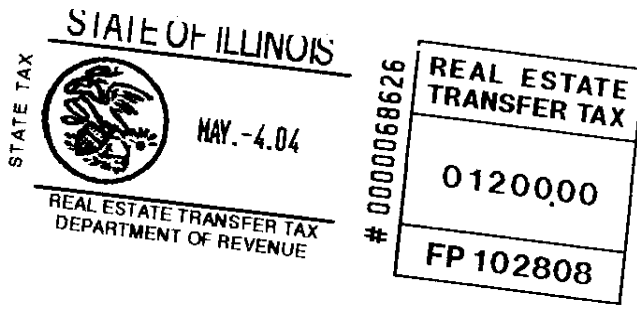
MAIL TO: LASALLE BANK NATIONAL ASSOCIATION  
135 S. LASALLE ST, SUITE 2500  
CHICAGO, IL 60603 or

COOK COUNTY RECORDER'S OFFICE: BOX 350

*Branson and Kuhn  
150 N Wacker # 1400  
Chgo, IL 60606  
Attn: Gene Lewis*

*Washed from stamp 1/2  
1958361*

# UNOFFICIAL COPY



City of Chicago            Real Estate  
 Dept. of Revenue      Transfer Stamp  
 337984      \$9,000.00  
 05/04/2004 09:07      Batch 11256      13

Property of Cook County Clerk's Office

# UNOFFICIAL COPY



## CHICAGO TITLE INSURANCE COMPANY

**ORDER NUMBER:** 1401 008198381 D2  
**STREET ADDRESS:** 2141 N. DAYTON ST  
**CITY:** CHICAGO **COUNTY:** COOK  
**TAX NUMBER:** 14-32-220-005-0000

**LEGAL DESCRIPTION:**

LOT 41 IN BLOCK 1 IN CUSSMAN'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE NORTHEAST 1/4 OF BLOCK 4 AFORESAID, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

# 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 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 purpose, 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 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.