

DEED IN TRUST  
SPECIAL WARRANTY

This Indenture is made as of the 14<sup>th</sup> day of October, 2004, between **RICHARD E. HULINA**, as Trustee of the Richard E. Hulina Declaration of Trust dated May 6, 1999 ("Grantor"), and **ColeTaylorBank**, as Trustee under the provisions of a certain Trust Agreement known as Trust Number 01-041176, and dated October 8, 2004 ("Grantee"), whose address is 111 W. Washington St., Suite 650 Chicago, IL 60602.



Doc#: 0430333124  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 10/29/2004 11:19 AM Pg: 1 of 8

(Reserved for Recorder's Use Only)

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**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY with the special warranty covenants set forth below unto Grantee, and its successors and assigns, FOREVER, Grantor's undivided **22.361%** interest in the real estate, situated in the County of Cook and State of Illinois commonly known as approximately 6 acre parcel located at West 15<sup>th</sup> Street and South Clinton Street, Chicago, Illinois, and legally described on Exhibit A attached hereto and incorporated herein by reference.

**SUBJECT TO** matters set forth in Exhibit B attached hereto and incorporated herein by this reference. 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.

**TOGETHER WITH** all hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion or reversions, remainder or remainders, buildings, improvements, fixtures affixed or attached to, or situated upon or acquired or used in connection therewith, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity of, in and to the above described premises;

**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 unto Grantee, forever.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, its successors and assigns, that Grantor has not done or suffered to be done, anything whereby the above described premises are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor WILL WARRANT AND FOREVER DEFEND, the premises against all persons lawfully claiming, or to claim the same, by, through or under Grantor.

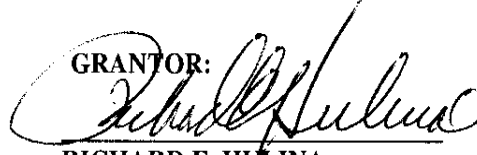
TERMS AND CONDITIONS ON REVERSE SIDE OR PAGE 3 ARE MADE A PART HEREOF.

See deed #14 recorded as doc \* for transfer tax stamps

\* STAMPS AFFIXED TO DOC 0430333122

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has signed these presents as of the day and year first above written.

GRANTOR:  


**RICHARD E. HULINA**, as  
Trustee of the Richard E. Hulina.  
Declaration of Trust dated May 6,  
1999

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# 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 **ColeTaylorBank**, 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 **ColeTaylorBank** as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

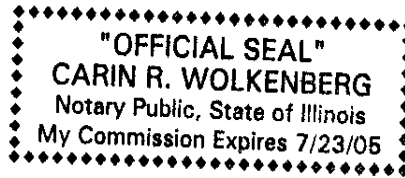
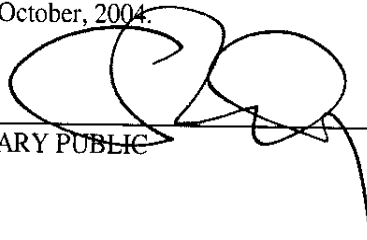
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STATE OF ILLINOIS       )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that **RICHARD E. HULINA**, as Trustee of the Richard E. Hulina Declaration of Trust, dated May 6, 1999, 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 and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of October, 2004.

\_\_\_\_\_  
NOTARY PUBLIC



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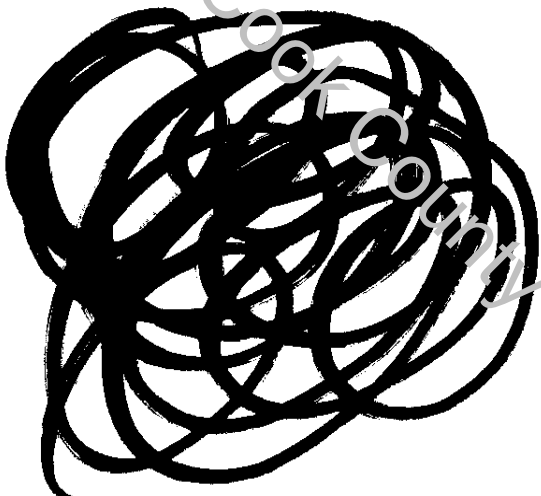
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## EXHIBIT A

### LEGAL DESCRIPTION

(See Attached)

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

BLOCKS 3 AND 4 IN CENTRAL TERMINAL RAILWAY COMPANY'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1914, AS DOCUMENT 5462416, EXCEPTING THEREFROM THAT PART OF BLOCK 4 IN CENTRAL RAILWAY COMPANY'S SUBDIVISION AFORESAID DESCRIBED BY

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 4; THENCE SOUTH 00 DEGREES 19 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 4, 177.15 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 4, 124.03 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 4, 110.77 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 4, 219.20 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 44 SECONDS WEST 287.30 FEET, TO A POINT ON THE NORTH LINE OF SAID BLOCK 4; THENCE NORTH 89 DEGREES 51 MINUTES 17 SECONDS EAST, ALONG SAID NORTH LINE, 342.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

BLOCK 5 TOGETHER WITH THAT PART OF THE SOUTH 7 FEET OF VACATED 15TH STREET LYING NORTH OF AND ADJOINING SAID BLOCK 5 (EXCEPT THE WEST 200 FEET OF SAID SOUTH 7 FEET), ALL IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 15<sup>TH</sup> STREET AND SOUTH CLINTON AVENUE, CHICAGO, IL

PINS: 17-21-126-001; 17-21-127-023; 17-21-511-011; 17-21-511-017

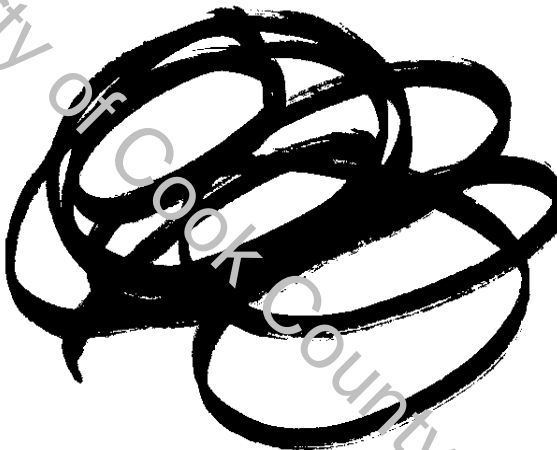
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## EXHIBIT B

### PERMITTED EXCEPTIONS

(SEE ATTACHED)

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Prepared By:  
Bruce D. Loring, Esq.  
Holland & Knight LLP  
131 S. Dearborn Street  
30<sup>th</sup> Floor  
Chicago IL 60603

Mail Recorded Deed to:  
*ColeTaylorBank*  
111 W. Washington Street, Suite 650  
Chicago, IL 60602

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## Exhibit B

### Permitted Exceptions

The following items are permitted exceptions as set forth in that certain Schedule B of the Commitment for Title Insurance issued as Order No. 1401 008177396 DG by Chicago Title Insurance Company effective September 1, 2004:

Item AP / 3

Item M / 13

Item N / 14

Item O / 5

Item P / 16

Item Y / 24

Item Z / 25

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