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DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, Jay Trenary, 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(s) and WARRANT(s) unto ColeTaylorBank, whose address is 111 W. Washington St., Suite 650 Chicago, IL 60602, as Trustee under the provisions of a certain Trust Agreement known as Trust Number 01-04-1349, and dated 16th, day of December, 2004, the following described real estate situated in Cook County, Illinois, to wit:



Doc#: 0501226159
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 01/12/2005 12:53 PM Pg: 1 of 4

(Reserved for Recorder's Use Only)

FIRST AMERICAN

Legal Description Attached Hereto

File # 945443

2/5

Commonly Known As 2330 W. St. Paul, #501, Chicago, IL 60647

Property Index Number(s) 14-31-318-014-1077

together with the tenements and appurtenances thereto 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 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 or execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this 16th day of December, 2004.

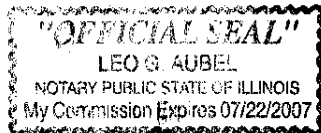
JAY TRENARY, GRANTOR (with signature)

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he 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 16th day of December, 2004.



(with signature)
Notary Public

Prepared By: Leo G. Aubel
Deutsch, Levy & Engel, Chartered
225 W. Washington, Suite 1700
Chicago, IL 60606

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

Exempt under provisions of
Paragraph E, Section 31-45,
Property Tax Code

Date 12/20/04 Seller or Representative

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ISS
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TERMS AND CONDITIONS ON REVERSE SIDE OR PAGE 2 ARE MADE A PART HEREOF.

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.

UNOFFICIAL COPY**ALTA Commitment
Schedule C****File No.:** C-945443**Legal Description:****Parcel 1:**

Units D-601 and Parking PD-6 in the 2300 West St. Paul Condominiums as depicted on the Plat of survey of the following described parcel of real estate:

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 (except the East .34 feet thereof) together with a strip 3.00 feet wide from North to South lying North of and adjacent to Lots 7, 8, 9, 10, 11, and 12 in Block 2 in Isham's Subdivision of the North 1/2 of the South 1/2 of the Southwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached to the Declaration of Condominium recorded as Document 0020088327, together with an undivided percentage interest in the common elements.

Parcel 2:

Exclusive right to use Storage Space SD-601, a limited common element as delineated on the survey attached to the Declaration aforesaid recorded as Document Number 0020088327.

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STATEMENT BY GRANTOR AND GRANTEE

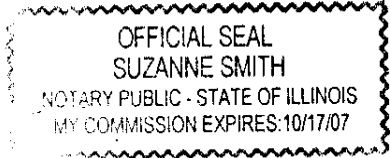
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 12/16/04

Signature

Grantor or Agent

Subscribed and sworn to before me by the said _____ affiant this 16 day of December



Notary Public

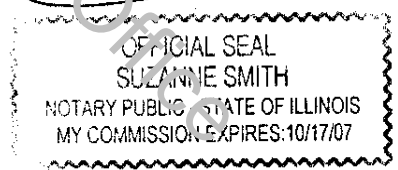
The grantee or his agent affirms and verified that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquired and hold title real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 12/16/04

Signature

Grantee or Agent

Subscribed and sworn to before me by the said _____ affiant this 16 day of December



Notary Public

Note: Any person who knowingly submits a false statement concerning the identify of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)