

UNOFFICIAL COPY



TRUSTEE'S DEED IN TRUST

THIS INDENTURE, dated **January 24, 2005**, between **LASALLE BANK NATIONAL ASSOCIATION**, a National Banking Association, successor trustee to American National Bank and Trust Company of Chicago, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement dated **May 25, 1988** and known as Trust Number **105537-09** party of the first part, and **COLE TAYLOR BANK**, as Trustee under the provisions of a certain Trust Agreement dated **1/17/05** and known as Trust Number **55-001012** party of the second part whose address is **1639 W. Walnut, Chicago, Illinois**.

Doc#: **0504744010**
 Eugene "Gene" Moore Fee: \$34.00
 Cook County Recorder of Deeds
 Date: 02/16/2005 09:46 AM Pg: 1 of 6

City of Chicago
 Dept. of Revenue
368728
 02/16/2005 09:12 Batch 11860 4

Real Estate
 Transfer Stamp
\$0.00



WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and **QUIT-CLAIM** unto said party/parties of the second part, the following described real estate, situated in **COOK** County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

FIRST AMERICAN TITLE
 NCS
 ORDER # 995B14
 EB 1 of 3 DEEDS

Commonly Known As: 1300 S. Kostner, Chicago, Illinois.

Property Index Numbers: 16-22-107-003-0000, 16-22-107-020-0000, 16-22-107-021-0000 & 16-22-107-015-0000.

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.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the grantee Trustee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and or mortgages upon said real estate, if any, recorded or registered in said county.

LASALLE BANK NATIONAL ASSOCIATION, as trustee and not personally,

By: Jane B. Zakrzewski
 Jane B. Zakrzewski, Trust Officer

Prepared By: **LASALLE BANK NATIONAL ASSOCIATION, 2355 S. Arlington Heights Rd., Arlington Heights, IL 60005.**

STATE OF ILLINOIS) I, the undersigned, a Notary Public in and for said County and State, do hereby certify
 COUNTY OF COOK) **Jane B. Zakrzewski**, an officer of LaSalle Bank National Association 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 said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this **24th** day of **January, 2005**.

Annette N. Brusca
 NOTARY PUBLIC



MAIL TO: **Joseph D. Palmisano**
19 S. LaSalle, Suite 900
Chicago, IL 60603

SEND FUTURE TAX BILLS TO:
Walnut Street Properties
1639 W. Walnut
Chicago, IL 60612



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 re-subdivide 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 Grantee, 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 Grantee 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.

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

1/29/05
Date

[Signature]
Buyer, Seller, or Representative

UNOFFICIAL COPYLEGAL DESCRIPTION**PARCEL 1:**

THE WEST 210 FEET OF THE EAST 243 FEET OF THE NORTH 210 FEET OF THE SOUTH 621.64 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 210 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH KILBOURN AVENUE WITH A LINE WHICH IS 378.64 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 14TH STREET AND RUNNING THENCE NORTH PARALLEL WITH SAID EAST LINE OF SOUTH KILBOURN AVENUE, A DISTANCE OF 186.47 FEET TO A POINT; THENCE EASTERLY IN A STRAIGHT LINE, A DISTANCE OF 180.57 FEET TO A POINT IN A LINE WHICH IS 210 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH KOSTNER AVENUE, SAID POINT BEING 566.06 FEET NORTH OF THE NORTHERLY LINE OF WEST 14TH STREET; THENCE SOUTH IN SAID PARALLEL LINE, A DISTANCE OF 187.42 FEET TO A POINT IN SAID LINE WHICH IS 378.64 FEET NORTH OF THE NORTH LINE OF WEST 14TH STREET; THENCE WEST IN SAID LINE, A DISTANCE OF 180.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 565.11 FEET NORTH OF THE NORTH LINE OF WEST 14TH STREET AND 210 FEET EAST OF THE EAST LINE OF SOUTH KILBOURN AVENUE; THENCE EAST IN A STRAIGHT LINE, A DISTANCE OF 100 FEET, TO AND FOR THE PLACE OF BEGINNING; THENCE NORTH 4 FEET ON A LINE PARALLEL TO THE EAST LINE OF SOUTH KILBOURN AVENUE TO A POINT; THENCE EAST IN A STRAIGHT LINE, 80.57 FEET TO A POINT WHICH IS 570.06 FEET NORTH OF THE NORTH LINE OF WEST 14TH STREET, AND 210 FEET WEST OF THE WEST LINE OF SOUTH KOSTNER AVENUE; THENCE SOUTH ON A LINE WHICH IS PARALLEL WITH THE WEST LINE OF KOSTNER AVENUE, FOR A DISTANCE OF 4 FEET TO A POINT WHICH IS 566.06 FEET NORTH OF THE NORTH LINE OF WEST 14TH STREET AND 210 FEET WEST OF THE WEST LINE OF SOUTH KOSTNER AVENUE; THENCE WEST ON A STRAIGHT LINE, A DISTANCE OF 80.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF A LINE WHICH IS 210 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH KILBOURN AVENUE AND A LINE WHICH IS 318.14 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 14TH STREET; THENCE NORTH ALONG SAID PARALLEL LINE 60.50 FEET TO A LINE THAT IS 378.64 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF 14TH STREET; THENCE EAST ALONG SAID PARALLEL LINE 390.60 FEET TO THE WEST LINE OF SOUTH KOSTNER AVENUE, THENCE SOUTH ALONG SAID LINE 20.0 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE OF 14TH STREET, 201 FEET; THENCE SOUTH PARALLEL WITH THE SAID WEST LINE OF KOSTNER AVENUE, 40.50 FEET TO THE AFORESAID LINE THAT IS 318.14 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF 14TH STREET, THENCE WEST ALONG SAID PARALLEL LINE 189.56 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.


First American Title

Order # _____

UNOFFICIAL COPY

COUNTY TAX

COOK COUNTY
REAL ESTATE TRANSACTION TAX



FEB. 14.05


REVENUE STAMP

0000151984

REAL ESTATE TRANSFER TAX
0071250
FP326670

STATE TAX

STATE OF ILLINOIS



FEB. 14.05

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000075718

REAL ESTATE TRANSFER TAX
0142500
FP326669

Property of Cook County Clerk's Office

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First American Title Company

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 FEB 11, 2005 Signature _____

Grantor or Agent

OFFICIAL SEAL

RICHARD B. JENSEN

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES _____

Subscribed and sworn to before me by the said _____ affiant

This 11th day of February, 2005.

Notary Public Richard B. Jensen

The grantee or his agent affirms and verifies 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 acquire and hold title to 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 FEB 11, 2005 Signature _____

Grantor or Agent

OFFICIAL SEAL

RICHARD B. JENSEN

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES _____

Subscribed and sworn to before me by the said _____ affiant

This 11th day of February, 2005.

Notary Public Richard B. Jensen

Note: Any person who knowingly submits a false statement concerning the identity 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.)

First American Title

Order # _____

UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

James Tenuto being duly sworn on oath, states that he resides at BENSONVILLE, IL That the attached deed is not in violation of Section 1 of the Plat Act (765 ILCS 205/1) for one of the following reasons:

Section A. Said deed is not applicable as the grantors own no adjoining property to the premises described in said deed.

OR

Section B. The conveyance falls within one of the following exemptions set forth in the Act at paragraph (b) of 1:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. 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;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configurations of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

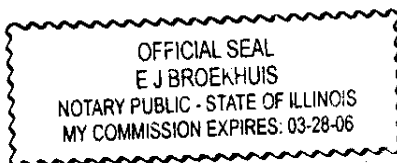
CIRCLE LETTER OR NUMBER WHICH IS APPLICABLE TO ATTACHED DEED.

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.

James Tenuto
Seller atf

SUBSCRIBED AND SWORN to before me
This 28th day of JANUARY, 2005

[Signature]
NOTARY PUBLIC



First American Title
Order # _____