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Doc#: 0508749108
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/28/2005 12:29 PM Pg: 1 of 4



First American Title Insurance Company

WARRANTY DEED
ILLINOIS STATUTORY
Limited Partnership-Grantor

6707023 1/6
[Handwritten signature]

FREEDOM TITLE CORP.

THE GRANTOR, The Southgate Manors Ltd., an Illinois limited partnership, created and existing under and by virtue of the laws of the State of Illinois and duly authorize I to transact business in the State of Illinois, for and in consideration of Ten and 00/100 dollars, and other good and valuable consideration, in hand paid, and pursuant to authority given by General Partner of the Limited Partnership, CONVEY(S) and WARRANT(S) to LaSalle Bank National Association a National Banking Association whose address is 135 S. LaSalle Street, Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated 15th day of February, 2005 and known as Trust Number 133912, of the County of Cook, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO: Covenants, conditions and restrictions of record, General taxes for the year 2004 and subsequent years, Declaration for Southgate

Permanent Real Estate Index Number(s): 06-24-313-002

Address(es) of Real Estate: 212 Butternut Lane, Streamwood, IL 60107

In Witness Whereof, said Grantor has caused its name to be signed to these presents by the General Partner of the Limited Partnership this

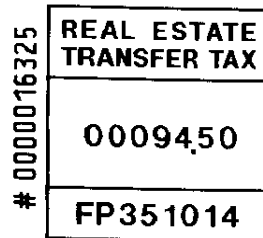
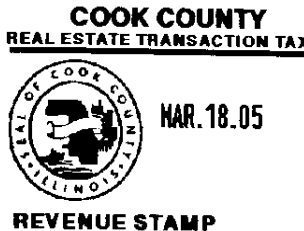
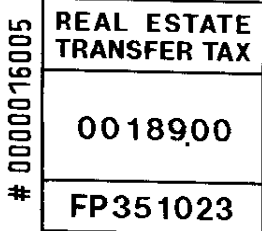
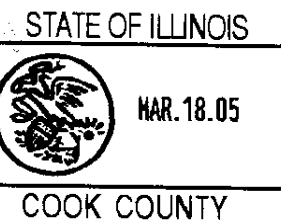
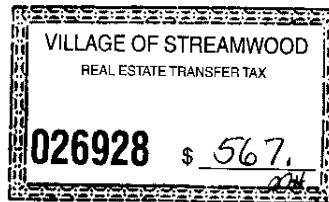
14th day of March, 20 05

The Southgate Manors Ltd.

By: The Kirk Corporation, General Partner

By:

[Signature]
Michael S. Albach
Vice President/CFO



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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 Recorder of Deeds of the aforesaid 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.

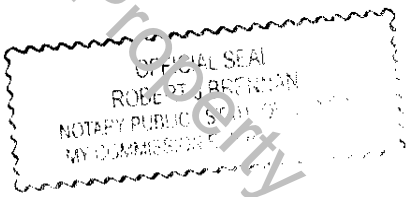
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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STATE OF ILLINOIS, COUNTY OF Cook ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, personally known to me to be the Vice President/CFO of The Kirk Corporation, General Partner of the The Southgate Manors Ltd., an Illinois limited partnership, is personally known to me to be the Vice President/CFO of The Kirk Corporation, and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that as such Vice President/CFO signed and delivered the said instrument pursuant to authority given by the General Partner, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of March, 2005.



[Handwritten Signature]

(Notary Public)

Prepared by:

The Kirk Corporation Robert J. Brennan
201 Juniper Circle
Streamwood, IL 60107

Mail To:

TIMOTHY J. JOHNS
7151 W. GUNNISON #104
HARWOOD HEIGHTS, ILLINOIS 60706
Name and Address of Taxpayer:
LaSalle Bank Trustee
Trust # 13392
dtd 2/15/05
212 Butternut Lane
Streamwood, IL 60107

Property of Cook County Clerk's Office

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Exhibit "A" – Legal Description

PARCEL B212 THAT PART OF LOT 16 IN BLOCK 10, IN STREAMWOOD GREEN UNIT THREE-A, A SUBDIVISION OF PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1986 AS DOCUMENT NUMBER 86252751, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE N89°55'28"W ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 45.19 FEET; THENCE N0°06'16"E, A DISTANCE OF 57.70 FEET; THENCE N89°57'52"W, A DISTANCE OF 44.85 FEET TO A POINT ON THE WEST LINE OF SAID LOT 16; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE WEST, NORTH, AND EAST LINES OF SAID LOT 16, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) N0°04'32"E, 65.65 FEET; THENCE (2) N79°30'47"E, 9.16 FEET; THENCE (3) S89°55'28"E, 81.00 FEET; THENCE (4) S00°04'32"W, 125.00 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE N89°55'28"W ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 45.19 FEET; THENCE N0°06'16"E, A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16; THENCE S89°55'28"E ALONG SAID NORTH LOT LINE, A DISTANCE OF 45.12 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE S0°04'32"E ALONG SAID EAST LOT LINE, A DISTANCE OF 125.00 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 2: INGRESS AND EGRESS EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL B212 AS DEFINED AND SET FORTH IN THE DECLARATION FOR SOUTHGATE RECORDED NOVEMBER 19, 2004 AS DOCUMENT NO. 0432449081.

SUBJECT TO DECLARATION OF EASEMENT AND COVENANTS BY GRANTOR RECORDED NOVEMBER 19, 2004 AS DOCUMENT NO. 0432449081, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO. GRANTOR GRANTS TO THE GRANTEES, THEIR 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 CONVEYANCES 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."