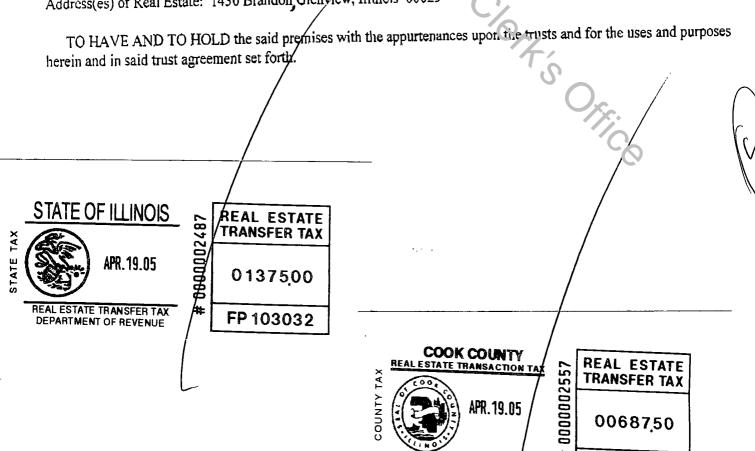


THIS INDENTURE WITNESSTH, That the grantor(s) Lato Development LLC an Illinois Limited Liability Company, of the County of Cook and State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and Warrant(s) unto Thomas P. McGurn, III whose address is 1922 W. Bradley Place, Chiacgo, Illinois 60613 as Trustee under the provisions of a trust agreement dated the October 19, 2003, the following described Real Estate in the County of Cook and State of Illinois, to wit:

See the anarined legal description

### SUBJECT TO:

PERMANENT TAX NUMBER: 04-25-314-012-0000, 04-25-314-013-000 VOLUME NUMBER: \_\_\_\_\_Address(es) of Real Estate: 1430 Brandon, Glenyiew, Illinois 60025



FP 103034

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Full power and authority is he coverage truste to improve manage project and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time in possession or reversion, by leases to commence in praesenti or futuro, 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 property, 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 premises or any part thereof, and to deal with said property are 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such core evance, 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 some amendment dereof and binding upon all beneficiaries thereunder, (c) indenture and in said trust agreement or in some amendment dereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execut. 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.

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds the eof as aforesaid.

And the said grantor(s) hereby expressly waive(s) and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid has hereunto set her hand(s) and seal(s) this \_\_\_\_\_\_ day of April, 2005.

Lato Devel

Mark C. Lato

Member

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Of County Clert's Office

# State of Illinois County of Cook NOFFICIAL COPY

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark C. Lato, sole member of Lato Development LLC, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 notarial seal, this And day of April, 2005.

"OFFICIAL SEAL"
John H. Winand
Notary Public, State of Illinois
M. Commission Expires Mar. 15, 2008

(Notary Public)

Prepared By:

John H. Winand

800 Waukegan Rd., Suite 202 Glenview, Illinois 60025

Mail To:

Thompson & Thompson
195. Lasalle, Suite 302
(hicago, IL lasalo)3

Name & Address of Taxpayer:

Thomas P. McGurn, III 1922 W. Bradley Place Chiacgo, Illinois 60613

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## **UNOFFICIAL COPY**



### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 GL6101776 SNA STREET ADDRESS: 1430 BRANDON ROAD

CITY: GLENVIEW COUNTY: COOK

TAX NUMBER: 04-25-314-012-0000

#### **LEGAL DESCRIPTION:**

LOTS 16 & 17 IN THE SEVENTH ADDITION TO GLEN OAK ACRES, A SUBDIVISION OF THE EAST 1/8 OF PHI SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGALD KL1 04/15/05