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Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 04/25/2005 11:21 AM Pg: 1 of 5

**THIS DOCUMENT WAS
PREPARED BY:**

SCHIFF HARDIN LLP
6600 Sears Tower
233 S. Wacker Drive
Chicago, Illinois 60606
Attn: Theresa M. H. Marx, Esq.

AFTER RECORDING, MAIL TO:

Theresa M. H. Marx
Schiff Hardin LLP
233 S. Wacker Dr., Suite 6600
Chicago, IL 60606

This space is for **RECORDER'S USE ONLY**

WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, THAT **JOHN J. NATALE and LAURETTE A. NATALE, husband and wife**, of 31 Lake Adalyn Drive, South Barrington, Illinois 60010 ("Grantors"), for and in consideration of Ten Dollars (\$10.00), and other good and valuable considerations in hand paid, **CONVEY and WARRANT** unto **LAURETTE A. NATALE AND JOHN J. NATALE AS TRUSTEES OF THE LAURETTE A. NATALE LIVING TRUST DATED SEPTEMBER 26, 2000** (hereinafter referred to as "Trustee" regardless of the number of trustees), and unto all and every successor or successors in trust under said trust agreement, with an address of 31 Lake Adalyn Drive, South Barrington, Illinois 60010, the following described real estate in the County of Cook and State of Illinois, to wit:

SEE ATTACHED EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

COMMON STREET ADDRESS: 3950 N. Lake Shore Drive, #1803A, Chicago, IL 60613

PROPERTY IDENTIFICATION NUMBER: 14-21-101-034-1082

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the said premises 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.

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TERMS AND CONDITIONS

Full power and authority are hereby granted to said Trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys; 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 in 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 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 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 or 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 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 some amendments thereof and binding upon all beneficiaries thereunder; (c) that said Trustee 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 Grantor, 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 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 said 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 the Deed.

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 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 Grantor 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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And the said Grantors hereby expressly waive 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, Grantors aforesaid have hereunto set in hand and sealed this 14th day of March, 2005.

John J. Natale 3/14/05
John J. Natale

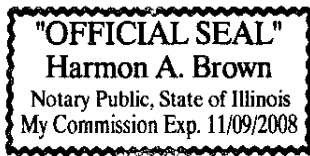
Laurette A. Natale 3.14.05
Laurette A. Natale

State of Illinois

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **John J. Natale and Laurette A. Natale, husband and wife**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered this instrument as their free and voluntary act, for the uses and purposes therein set forth.

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



Commission expires: 11/9/09

[Signature]
Notary Public

<p>EXEMPT UNDER 35 ILCS 200/31-45 PARAGRAPH <u>E</u> AND COOK COUNTY UNDER PARAGRAPH <u>E</u>, AND CITY OF <u>CHICAGO UNDER PARAGRAPH E.</u></p>	<p>Send subsequent Tax Bills To:</p>
<p><u>[Signature]</u> Seller or Legal Representative</p>	<p><u>John J. and Laurette A. Natale, Trustees</u> (Name)</p>
<p>Dated: <u>4/5/05</u></p>	<p><u>31 Lake Adalyn Drive</u> (Address)</p> <p><u>South Barrington, Illinois 60010</u> (City, State, Zip)</p>

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EXHIBIT A

Legal Description

Parcel 1:

Unit 1803 as delineated on survey of the following described parcel of real estate:

That part of Lots 10, 11, and 12 in Carson and Chytraus Addition to Chicago, being a subdivision of Block 1 in Equitable Trust Company's subdivision in Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the line established by decree entered on September 1906, in Case Number 2774470, Circuit Court of Cook County, Illinois, entitled Charles W. Gordon and others against Commissioners of Lincoln Park, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium recorded as Document No. 24014190; together with an undivided percentage interest in the common elements.

Parcel 2:

Easement for the benefit of Parcel 1 as created by the Easement Agreement dated April 23, 1969, recorded April 23, 1969, as Document 20820211 made by and between American National Bank and Trust Company of Chicago, Trust Number 22719, and Exchange National Bank of Chicago, Trust Number 5174, for the purpose of ingress and egress over and across that part of the East 40 feet of vacated Frontier Avenue, as vacated by Ordinance recorded as Document 20816906, lying West of Lots 10, 11, and 12 in Carson and Chytraus Addition to Chicago aforesaid, which lies North of the South line of Lot 10 extended West and lies South of the North line of Lot 12 extended West, in Cook County, Illinois.

14-21-101-034-1082

ATTACH GRANTOR /GRANTEE STATEMENT FOR RECORDING IN COOK COUNTY

Deed in Trust

EXHIBIT A Page 1 of 1

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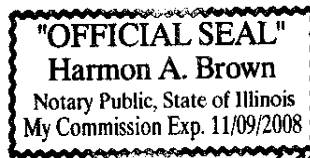
STATEMENT BY GRANTOR / GRANTEE

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: March 14, 2005

Jauvette A. Natale
Signature 3.14.05

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 14th DAY OF
March, 2005



My commission expires: 11/9/08

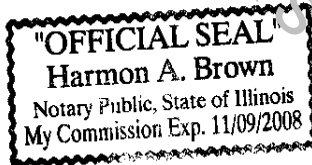
[Signature]
Notary Public

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 under the laws of the State of 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: March 14, 2005

Jauvette A. Natale
Signature

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 14th DAY OF
March, 2005



My commission expires: 11/9/08

[Signature]
Notary Public

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 PROVISIONS OF SECTION 4 OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT.]

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