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4332062 GIT
**SPECIAL WARRANTY
DEED IN TRUST**



Doc#: 0512653013
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 05/06/2005 07:37 AM Pg: 1 of 3

THIS INDENTURE, made this 27th day of April, 2005 between **AMERIGAS PROPANE, L.P.**, a Delaware limited partnership, having a mailing address of P. O. Box 965, Valley Forge, PA 19482 ("**GRANTOR**") and **CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 13, 1945 AND KNOWN AS TRUST NUMBER 5833**, having a mailing address of 171 N. Clark Street, Chicago, Illinois 60601 ("**GRANTEE**").

CITY TAX  REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE	CITY OF CHICAGO MAY -3.05	REAL ESTATE TRANSFER TAX
		0525000
	# 0000013788	FP 103018

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to their heirs and assigns, FOREVER, all the following described land, situate in the County of Cook and State of Illinois known and described as follows, to wit:

**LOTS 25, 26 AND 27 IN BLOCK 26 IN ELSTON ADDITION TO CHICAGO IN SECTION 5,
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
County, ILLINOIS.**
Permanent Real estate Index Number: 17-05-120-005 and 17-05-120-006

Address of Property: 1300 N. Elston Avenue, Chicago, IL 60622

4332062 2/2 MJ

Together with all the singular and hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances unto the Grantee, their heirs and assigns forever, upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

SEE RIDER ATTACHED HERETO AND INCOPORATED HEREIN BY REFERENCE

And the Grantor, for itself and its successors, does covenant, promise and agree, to and with the Grantee, their heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

This conveyance is subject to ad valorem taxes, mineral interests or mining rights, water rights, zoning and land use restrictions and ordinances, taxes and assessments not yet due and payable, any and all easements, whether public or private, encroachments, restrictions, covenants, conditions, leases or other encumbrances, all reservations and exceptions of record, all prior conveyances, leases or transfers of

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any interests in minerals, including oil, gas and other hydrocarbons, and/or other matters or defects as would be shown in a survey of said property.

The above described property is further subject to a restrictive covenant that shall run with the land from the date of recording prohibiting the operation of a liquefied petroleum gas sales, storage and/or distribution facility on the property in perpetuity, or in the alternative for the maximum period of time permissible by applicable law. The foregoing restrictive covenant shall not, however, prohibit or restrict the use or storage of liquefied petroleum gas for the sole consumption of the owner or individual in possession of the property.


IN WITNESS WHEREOF, the General Partner, on behalf of the Grantor, has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, the date and year first above written.

AMERIGAS PROPANE, L. P.

By: AmeriGas Propane, Inc., as its general partner

ATTEST:

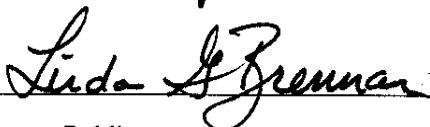

Margaret M. Calabrese

By: 
Eugene V. N. Bissell
President and Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that EUGENE V. N. BISSELL, personally known to me to be the President and Chief Executive Officer of AmeriGas Propane, Inc., the General Partner of AmeriGas Propane, L.P. (Grantor) and MARGARET CALABRESE, the Assistant Secretary, of said corporation and personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Chief Executive Officer and Assistant Secretary they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their 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 27th day of April, 2005.


Linda Brennan
Notary Public

Prepared by:

AmeriGas Propane, L.P.
460 N. Gulph Road
King of Prussia, PA 19406

MAIL TO: Chicago Title
171N Clark
Cgo 10 60601

Box
333

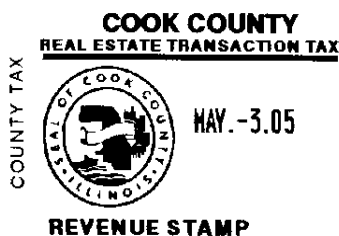
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FULL POWER AND AUTHORITY is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 99 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.

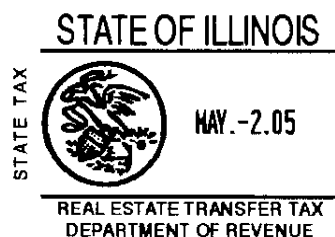
In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced 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 amendment 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.

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 thereof as aforesaid.

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 the exemption of homesteads from sale on execution or otherwise.



# 0000025988	REAL ESTATE TRANSFER TAX
	0035000
	FP 103017



# 0000026267	REAL ESTATE TRANSFER TAX
	0070000
	FP 103014