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PRAIRIE BANK AND TRUST COMPANY

TRUSTEE'S DEED

TRUST TO TRUST



Doc#: 0518832128 Eugene "Gene" Moore Fee: \$32.50 Cook County Recorder of Deeds Date: 07/07/2005 12:40 PM Pg: 1 of 5

The above space is for the recorder's use only

-	THIS INDENTURE, made this 27th day of April ,2005	
	between PRAIRIE BANK AND TRUST COMPANY, an Illinois Banking Corporation duly organized and existing under the	ie
-	laws of the State of Illinois, and dray authorized to accept and execute trusts within the State of Illinois, not personally, but	ıt
-	as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said corporation in pursuance of	a
	certain Trust Agreement dated the 18th day of March , 2002 , ar	nd
ļ	known as Trust Number 02-038 party of the first part, an	ıd
	PRAIRIE BANK AND TRUST COMPANY,	٠,
	a N ILLINOIS BANKING CORPORATION as Trustee under a Trust Agreeme	nt
	dated DECEMBER 9, 2004 and known as Trust No. 04-159, party of the second part.	
	Grantee's Address 7661 SOUTH HARLEM AVENUE, BRIDGEVIEW, ILLINOIS 60455	_
-	WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and	1
	valuable considerations in hand paid, does hereby convey and quit claim unto said party of the second part, the following	g
	described real estate, situated in COOK County, Illinois, to-wit:	
	SEE ATTACHED LEGAL DESCRIPTION	
]
	4	

	SEE ATTACHED LEGAL DESCRIPTION	
	//:	
	· C	
	Address of Real Estate: 853-57 N. ASHLAND AVENUE, CHICAGO, ILLINOIS	
		-
	Permanent Index Number: 17-05-321-024 AND 17-05-321-002 together with the tenements and appurtenances thereunto belonging.	-
	TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof	,
	forever of said party of the second part.	
	THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A	
	PART HEREOF.	
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TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

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 or exchange, or 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 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 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 easement appurtenant to said real estate and 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 2.10 time or times hereafter.

In no case shall any party decling with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereo, 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 terns 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 Trusteement; 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, 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 of successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, exact 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 net her 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 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 of 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 appoint d 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 actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charted with notice of this condition from the date of 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 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 the earnings, avails, and proceeds thereof as aforesaid, the intention hereof being to vest in said

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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This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in			
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 Trustee grantee 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.			
its name to be signed to these presents by	its Trust Officer and attested by its Asst. Trust		
Officer, the day and year first above writt			
•			
	PRAIRIE BANK AND TRUST COMPANY		
	as Trustee, as aforesaid,		
	/		
\sim	BY: * andro Dine of		
	Trust Officer		
%	ATTEST PEROL CICOLUI		
	commercial Loan Officer Asst. Trust Officer		
State of Illinois	I, the undersigned, a Notary Public in and for said County, in the State aforesaid		
SS	DO HEREBY CERTIFY, THAT SANDRA T. RUSSELL		
County of Cook	Trust Officer and		
•	PECGY CROSBY, COMML. LOAN OFFICER Assistant Trust Officer		
	of PRAIRIE BANK AND TRUST COMPANY, personally known to me to be the		
	same persons, whose names are subscribed to the foregoing instrument as such,		
	Trust Officer and Asst. Trust Officer, respectively,		
	appeared before the this day in person and acknowledged that they signed and		
	delivered the said me rument as their own free and voluntary act, and as the free		
	and voluntary act of said. Bank for the uses and purposes, therein set forth and the		
	said Assistant Trust Officer dia elso then and there acknowledge that said Assistant		
	Trust Officer as custodian of the corporate seal of said Bank caused the corporate		
	seal of said Bank to be affixed to said instrument as said Assistant Trust Officer's		
	own free and voluntary act, and as the free and voluntary act of said Bank for the		
~~ ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	uses and purposes therein set forth.		
OFFICIAL SEAL	Given under my hand and Notarial Seal this 3.5. day of MAY		
CELIA J. WITOWSKI NOTARY PUBLIC, STATE OF ILLINOIS	2 004		
MY COMMISSION EXPIRES 2-17-2009	Lilia L. Hotowski		
······································	Notary Public		
	Troubly Fubility		
Mail to:	This instrument was prepared by:		
	The second secon		
PRAIRIE BANK/LAND TR	UST DEPT. PRAIRIE BANK AND TRUST COMPANY		
761 SOUTH HARLEM AVE			
BRIDGEVIEW, IL 60455	Bridgeview, IL 60455		
·	, , , , , , , , , , , , , , , , , , , ,		
	Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax		
	Act.		
	111 10		
	427 05 Albrica & Gray NP		
	Date Buyer, Seller or Representative		

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 19 (EXCEPT THE EAST 25 FEET) AND THE NORTH 1 FOOT OF LOT 20 (EXCEPT THE EAST 25 FEET THEREOF) AND EXCEPT PART LYING WEST OF A LINE 50 FEET EAST AND PARALLEL WITH THE WEST LINE OF SECTION 5 AS CONDEMNED FOR WIDENING OF NORTH ASHLAND AVENUE, ON PETITION OF THE CITY OF CHICAGO, IN HAGEMAN AND SCHEENEMANN'S SUBDIVISION OF THE NORTH 2 ACRES OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address:

857 North Ashland Avenue Chicago, Illinois 60622

Permanent Index No.: 17-05-321-002-0000

PARCEL 2:

UNIT NUMBERS 853-1(1S), 855-1(1N), AND 853-2(2S) IN THE 853-55 NORTH ASHLAND AVENUE CONDOMINIUMS, AS DELINEATED ON THE PLAT OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 20 (EXCEPT THE NORTH 1 FOOT THEREOF), AND LOT 21 (EXCEPT THE EAST 25 FEET OF SAID LOTS), IN HAGEMAN AND SHEENEMANN'S SUBDIVISION OF THE NORTH 2 ACRES OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST ½ OF SECTION 5, 10WNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOTS 20 AND 21 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5, TAKEN BY THE CITY OF CHICAGO BY CONDEMNATION PROCEEDINGS FOR WIDENING OF NORTH ASHLAND AVENUE), WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JULY 30, 2003, AS DOCUMENT NO. 0321131197, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Common address:

853-55 North Ashland Avenue

Chicago, Illinois 60622

Permanent Index No.:

17-05-321-024-0000

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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.

Signature:

Subscribed and Sworn before me

this / day of

Notary Public

"OFFICIAL SEAL"

Alma Clarissa Pagan NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 8/04/05

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 truck 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 5/10/05

Signature.

Subscribed and Sworn before me

this 10th day of May

"OFFICIAL SEAL"

Alma Clarissa Pagan NOTARY PUBLIC, STATE OF ILLINOIS

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor 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.)