

UNOFFICIAL CO

Doc#: 0612332002 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/03/2006 08:40 AM Pg: 1 of 4

DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, PALATINE-GREELEY, LLC A limited liability company, created and existing Under and by virtue of the Laws of the State of Illinois, and duly authorized to transact business In the State of Illinois for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and WARRANT unto CHICAGO TITLE LAND TRUST COMPANY, a Corporation of Illinois whose address is 181 W. Madison Street, Suite

1700, Chicago, IL 60602, as Trustee under the provisions of a certain Trust Agreement dated 18th day of April, 2006, and known as Trust Number 8002346378, the following described real estate situated in County, Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Permanent Index Number(s):

02-22-202-003-0000, 02-22-202-004-0000, 02-22-202-005-0000, 02-22-202-007-0000, 02-22-202-008-0000, 02-22-202-009-0000, and

02-22-202-012-0000.

Commonly known as: 133 W. Palatine Road, Unit 212A, Palatine, IL 60067

together with the tenements and appurtenances thereunto be onging.

TO HAVE AND TO HOLD, the said real estate 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.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statues of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

Subject to General Real Estate Taxes for the year 2005 and subsequent years and covenants, conditions, restrictions, and easements of record.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed and attested to these presents by its designated Manager, Palatine-Greeley, LLC, this 28th day of April, 2006.

Palatine-Greeley, LLC, an Illinois limited liability company

By: R. Franczak & Associates, Inc., Manager

Raymond Franczak, President

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TERMS AND CONDITIONS NO FFICIAL COPY

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 thereci, 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 there or 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 o is aid 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 or 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, (a) 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 instrumen' 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 Chicago Title Land Trust Company, 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 amendments 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 be neficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed 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 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

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 Chicago Title Land Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Raymond Franczak, personally known to me to be the President of R. Franczak & Associates, Inc., Manager of Palatine-Greeley, LLC, an Illinois limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged he is the President of the corporation which is the manager of said limited liability company, pursuant to authority given by said company of said company as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and seal, this 28th day of April, 2006.

Commission expires: 3/13/10

NOTAR PUBLIC

This instrument was prepared by Barry G. Collins, 733 Lee Street, Suite 210, Des Plaines, Illinois 60016

Send subsequent tax bills to:

Palatine-Greeley, LLC 751 Graceland Avenue Falatine, IL 60067

MAIL TO:

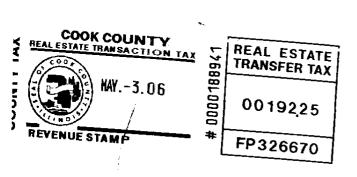
CHICAGO TITLE LAND (PUST COMPANY

181 W. Madison Street, Suit 2 1700

Chicago, Illinois 60602

Grantor also hereby grants to the grantees, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid, and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as through the provisions of said Declaration were recited and stipulated at length herein.





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LEGAL DESCRIPTION:

Parcel 1: Unit 212A in the Benchmark of Palatine Condominiums in Section 22, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, as delineated on a survey attached as Exhibit "C" to the Declaration of Condominium recorded June 15, 2005, as Document Number 0516619000, which was amended by Amendment No. 1 recorded October 25, 2005, as Document Number 0529810000, and as further amended from time to time with its undivided percentage interest in the common elements.

Parcel 2: The exclusive right of use of limited common elements known as Garage Space G-40A, Garage Space G-40B, Storage Space S-40 and Storage Space S-22.

