

UNOFFICIAL COPY



Doc#: 0618133161 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/30/2006 01:32 PM Pg: 1 of 3

SPECIAL WARRANTY DEED IN TRUST

THE GRANTOR,
PLATT-MEEKER 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 (\$10.00) Ten and 00/100 Dollars, and other valuable consideration in hand paid, GRANTS, SELLS AND CONVEYS to

Bridgeview Bank Group, of 4753 N. Broadway Street, Chicago, Illinois 60640, as Trustee under the provisions of Trust Agreement dated on the 17th day of May, 2006 and known as Trust Number 1-3241,

the following described real estate situated in the County of Cook in the State of Illinois (collectively, the "Real Estate"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

The Trustee shall have the rights and benefits set forth in Exhibit A-1 attached hereto and made a part hereof.

In Witness Whereof, said Grantor has caused its name to be signed to these presents this 25th day of May, 2006.

PLATT-MEEKER LLC,
an Illinois limited liability company
By: LR Platt-Meeker LLC,
an Illinois limited liability company,
its sole member

By: LR Development Company LLC,
a Delaware limited liability company,
its sole member

By:
Stephen F. Galler
Senior Vice President

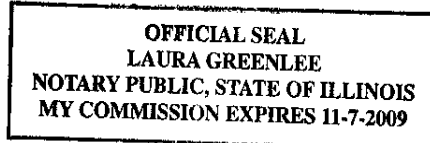
City of Chicago Real Estate
Dept. of Revenue Transfer Stamp
449456 \$18,750.00
06/22/2006 11:08 Batch 11869 34



STATE OF ILLINOIS, COUNTY OF COOK. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Stephen F. Galler, acting in the capacity as Senior Vice President of LR Development Company LLC, as sole Member of LR Platt-Meeker LLC, as sole Member of Platt-Meeker LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, on behalf of said limited liability company, for the uses and purposes herein set forth.

Given under my hand and official seal, this 25th day of May, 2006.

NOTARY PUBLIC



Commission expires November 7, 2009.

This instrument was prepared by Stephen F. Galler, Esq., 350 West Hubbard, Suite #301, Chicago, Illinois 60610

3/8

AC 060 4165 022K

UNOFFICIAL COPY

EXHIBIT A-1

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 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 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 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 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 thereof 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 terms 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 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 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, 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 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 Grantee, 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 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 beneficiaries 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 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 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 Grantee 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.

UNOFFICIAL COPY**EXHIBIT A TO SPECIAL WARRANTY DEED IN TRUST**

THAT PART OF LOT 1 IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89° 39' 00" EAST ALONG THE NORTH LINE OF SAID LOT 1, 64.31 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 39' 00" EAST, ALONG SAID NORTH LINE OF LOT 1, 44.12 FEET; THENCE SOUTH 00° 13' 16" EAST, 75.03 FEET; THENCE SOUTH 89° 45' 25' EAST, 15.19 FEET; THENCE SOUTH 00° 17' 42" WEST, 134.99 FEET; THENCE NORTH 89° 39' 00" WEST, 55.81 FEET TO A WESTERLY LINE OF SAID LOT 1; THENCE NORTH 13° 50' 00" WEST ALONG SAID WESTERLY LINE, 10.00 FEET, TO A BEND IN SAID WESTERLY LINE; THENCE NORTH 17° 10' 34' WEST ALONG A WESTERLY LINE OF SAID LOT 1, 35.49 FEET; THENCE SOUTH 89° 53' 15" EAST, 12.57 FEET; THENCE NORTH 00° 06' 45" EAST 42.75 FEET; THENCE NORTH 89° 53' 15" WEST, 3.61 FEET; THENCE NORTH 00° 20' 20" EAST, 123.68 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.


CONTAINING 11,379 SQUARE FEET, OR 0.26 ACRES, MORE OR LESS.


This deed is subject to the following Permitted Exceptions:

1. General real estate taxes for 2005 (second installment) and subsequent years which are not yet due and payable;
2. Rights of removal of equipment arising from termination of the purported easement recorded as Document 97001910; and
3. Matters done or suffered to be done by or through Grantee.

Property Address: 309 West Barry Avenue, Chicago, Illinois 60657

Permanent Index Number: 14-28-202-020 (affects subject property and other land)

STATE TAX  REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	STATE OF ILLINOIS	# 0000005608	REAL ESTATE TRANSFER TAX
	JUN. 29. 06		02500.00
			FP 103024

COUNTY TAX  REVENUE STAMP	COOK COUNTY REAL ESTATE TRANSACTION TAX	# 0000003511	REAL ESTATE TRANSFER TAX
	JUN. 29. 06		01250.00
			FP 103022

AFTER RECORDING MAIL TO:

David O'Keefe, Esq.
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street, Suite 1910
Chicago, Illinois 60601

SEND SUBSEQUENT TAX BILLS TO:

Bridgeview Bank Group, as Trustee under
Trust No. 1-3241
4753 N. Broadway Street
Chicago, Illinois 60640