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WARRANTY DEED IN TRUST

Doc#: 0633422106 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/30/2006 02:43 PM Pg: 1 of 4

THIS INDENTURE, WITNESSETH THAT THE GRANTOR, STEVEN F. LUTZ, of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00) in hand paid, CONVEYS and WARRANTS to STEVEN F. LUTZ as Trustee of the STEVEN F. LUTZ REVOCABLE TRUST dated August 7, 2006, his entire interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Property Index Number: 14-21-110-020-1571
Property Address: 3600 North Lake Shore Drive, Unit 2606, Chicago, Illinois 60613

I hereby declare that this Deed is exempt under 35 ILCS 200/31-45(e). By *Ken [Signature]*

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.

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 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 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 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

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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, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that STEVEN F. LUTZ, nor his successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything he or his 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said trustee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS WHEREOF the Grantor aforesaid has hereunto set his hand and seal this 7th day of August, 2006.

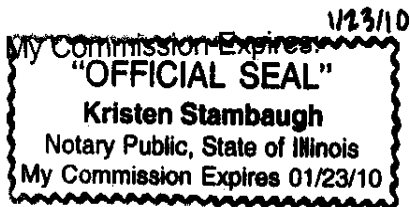

STEVEN F. LUTZ

STATE OF ILLINOIS)
) SS

COUNTY OF COOK)

I, the undersigned Notary Public in and for said County and State aforesaid, do hereby certify that STEVEN F. LUTZ, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of August, 2006.




Notary Public

This Document was prepared by and when recorded please mail to: Kenneth M. Bloom, Peck, Bloom, Austriaco & Mitchell, LLC, 105 West Adams Street, 31st Floor, Chicago, IL 60603.

Send Subsequent Tax Bills to:

Mr. Steven F. Lutz
3600 North Lake Shore Drive, Unit 2606
Chicago, Illinois 60613

UNOFFICIAL COPY**ATTACHMENT****Legal Description:**

UNIT NUMBER 260⁶ AS DELINEATED ON SURVEY OF: LOT 4, (EXCEPT THEREFROM THE NORTHERLY 20 FEET THEREOF AND EXCEPT THEREFROM THE WESTERLY 125 FEET 3/4 INCHES THEREOF) LOT 6, (EXCEPT THEREFROM THE WESTERLY 125-3/4 INCHES THEREOF) LOT 7, (EXCEPT THEREFROM THE WESTERLY 125-3/4 INCHES THEREOF), ALL IN BLOCK 7 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN FINE GROVE, BEING PART OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO:

THAT STRIP OF LAND LYING WEST OF THE WESTERLY LINE OF SHERIDAN ROAD ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1896 AS DOCUMENT NUMBER 2353030 IN BOOK 59 OF PLATS, PAGE 41, AN EAST OF THE WESTERLY LINE OF SAID LOTS 5,6 AND 9 AND EASTERLY OF SAID LOT 4 (EXCEPT THE NORTHERLY 20 FEET THEREOF) IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID AND BETWEEN THE NORTHERLY LINE EXTENDED OF SAID LOT 4 (EXCEPT THE NORTHERLY 20 FEET THEREOF) AND THE SOUTHERLY LINE OF SAID LOT 7, BOTH LINES CONTINUES STRAIGHT TO INTERSECTION THE WESTERLY LINE OF SAID SHERIDAN ROAD IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS PARCEL): WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENTS DATED FEBRUARY 11, 1974 AND AUGUST 5, 1977 AND KNOWN AS TRUST NUMBERS 32580 AND 40979, RESPECTIVELY IN THE OFFICE OF THE REGISTRAR OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR-2903 546, WITH ITS UNDIVIDED PERCENT INTEREST IN SAID PARCEL) EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

Street Address: 3600 North Lake Shore Drive, Unit ²⁶⁰⁶206, Chicago, Illinois 60613

Property Index Number: 14-21-110-020-1571

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STATEMENT BY GRANTOR AND GRANTEE

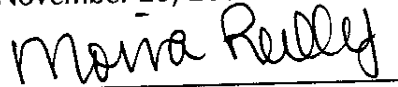
THE GRANTORS OR THEIR AGENT AFFIRMS THAT TO THE BEST OF HIS KNOWLEDGE THE NAME OF THE GRANTORS SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST ARE EITHER NATURAL PEOPLE, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE 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 AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

DATED: November 20, 2006


GRANTOR OR AGENT

SUBSCRIBED AND SWORN TO
BEFORE ME THIS:

November 20, 2006


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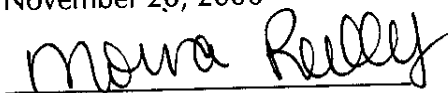
THE GRANTEE OR HIS AGENT AFFIRMS AND VERIFIES THAT THE NAME OF THE GRANTEE SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, A PARTNERSHIP AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS OR OTHER ENTITY RECOGNIZED AS A PERSON AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

DATED: November 20, 2006


GRANTOR OR AGENT

SUBSCRIBED AND SWORN TO
BEFORE ME THIS:

November 20, 2006


NOTARY PUBLIC

