

UNOFFICIAL COPY

Instrument was prepared by:

Julie S. Heller
Schwartz Cooper Chartered
180 North LaSalle Street, Suite 2700
Chicago, IL 60601



Doc#: 0801705064 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/17/2008 10:46 AM Pg: 1 of 4

WARRANTY DEED IN TRUST

THE GRANTORS, RICHARD J. ROBIN and LINDA ROBIN, husband and wife, as joint tenants with rights of survivorship, for and in consideration of Ten and 00/100 dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONVEY and WARRANT to NANCY A. SMITH, AS TRUSTEE OF THE REVOCABLE LIVING TRUST OF NANCY A. SMITH DATED AUGUST 8, 1989, AS AMENDED AND RESTATED of 4774 Stoneleigh Road, Bloomfield Hills, Michigan 48302, the following described Real Estate:

See Exhibit A attached hereto and made a part hereof.

situated in the County of Cook, State of Illinois. The Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 17-09-236-026-1065, 17-09-236-026-1100

Common Address of Real Estate: 330 West Grand, Unit 1702 and Parking Space P-2, Chicago, Illinois 60610

This conveyance is subject to the following: general real estate taxes for 2007 payable in 2008 and subsequent years; covenants, conditions and restrictions of record; building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate; and the powers and authority conferred upon said Trust Grantee are recited on the second page hereof and incorporated herein by reference.

TO HAVE AND TO HOLD the said premises 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 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

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term of 195 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 195 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 trust, 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.

This conveyance is made upon the express understanding and condition that neither Trustee, 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 the 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 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, 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.

UNOFFICIAL COPYDATED this 2nd day of January, 2008.

GRANTORS:

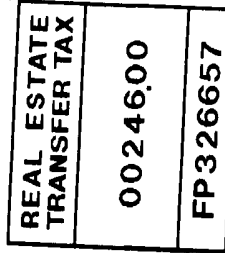

 RICHARD J. ROBIN


 LINDA ROBIN

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)



0000010930

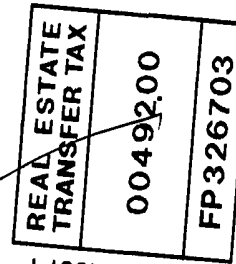
COOK COUNTY
REAL ESTATE TRANSACTION TAX

JAN. 15.08



REVENUE STAMP

COUNTY TAX



0000013071

STATE OF ILLINOIS

JAN. 15.08

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

STATE TAX

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD J. ROBIN and LINDA ROBIN, husband and wife, are personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purpose therein set forth.

GIVEN under my hand and official seal this the 2nd day of January, 2008.

 Notary Public

This instrument was prepared by:

Julie S. Heller, Esq.
 Schwartz Cooper Chartered
 180 North LaSalle Street, Suite 2700
 Chicago, Illinois 60601

SEND SUBSEQUENT TAX BILLS TO:

Nancy A. Smith, Trustee
 4774 Stoneleigh Road
 Bloomfield Hills, Michigan 48302

AFTER RECORDING MAIL TO:

Nancy A. Smith, Trustee
 4774 Stoneleigh Road
 Bloomfield Hills, Michigan 48302

Cynthia Garcia
 Overrey & Harrow
 175 W. JACKSON
 #1600
 Chicago, IL 60604

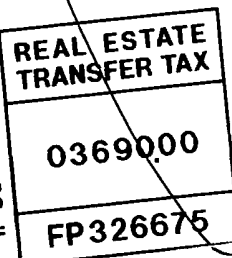
CITY OF CHICAGO



JAN. 15.08

CITY TAX
REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000012248



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Unit 1702 and Parking Space P-2, all in the Grand Orleans Condominium, as delineated on a survey of part of the following described real estate:

Lots 14, 15, 16, 17 and 18 in Block 8 in Butler, Wright and Webster's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Which survey is attached as Exhibit E to the Declaration of Condominium recorded as document number 0529327126, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Parcel 2:

Easements appurtenant for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements recorded October 20, 2005 as document number 0529327125, for structural support, for ingress and egress, for access to and maintenance of facilities, and for encroachments, common walls, floors and ceilings over the land described therein. (Said land commonly referred to as the Commercial Property).