

UNOFFICIAL COPY

DEED IN TRUST



(ILLINOIS)

Doc#: 0813018017 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/09/2008 11:28 AM Pg: 1 of 4

THE GRANTOR William S.
Condon and Delphine T.
Condon, husband and wife,
of 420 East Waterside
Drive, Unit 3701, Chicago,
Illinois 60601

in consideration of the sum of Ten and no/100 Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey and quit claim to Delphine T. Condon, as Trustee, of the Delphine T. Condon Declaration of Trust dated May 27, 1988 and amended December 5, 2006, and to any and all successors as Trustee appointed under the Trust Agreement, or who may be legally appointed, the following described real estate: (See attached for legal description):

Permanent Index Number (PIN): 17-10-318-048 (affects the underlying land and other property)
17-10-400-019 (affects the underlying land)

Address(es) of Real Estate: 420 East Waterside Drive, Unit 3701/P-23/S-20
Chicago, Illinois 60601

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the Trusts set forth in the Trust Agreement and for the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the Trust property, or any part thereof. (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, street, highways or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that the instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if the instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under the Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

4. In the event of the inability, refusal of the Trustee herein named, to act, or upon his removal from the County, the Recorder of Deeds is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.


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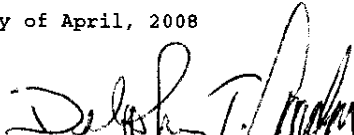
If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note in the certificate of Title, duplicate thereof, or memorial, the words "in trust" or "upon condition", or "with limitation", or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantor hereby waives and releases any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

DATED this 14th day of April, 2008


William S. Condon

(SEAL)

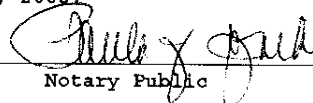

Delphine T. Condon

(Print or Type Names Below Signatures)

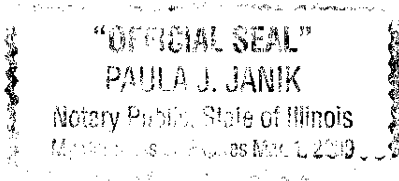
STATE OF ILLINOIS, COUNTY OF COOK, SS. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William S. Condon and Delphine T. Condon, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 14 day of April, 2008.

Commission Expires: _____


Notary Public

This instrument was prepared by: James E. Molenaar, 3546 Ridge Road, Lansing, IL 60438



Exempt under provisions of Paragraph 2, Section 4, Real Estate Transfer Tax Act.

Dated: 17th Apr 2008 

Mail to:

James E. Molenaar
3546 Ridge Road
Lansing, Illinois 60438

Send subsequent tax bills to:

William S. Condon
420 East Waterside Drive
#3701
Chicago, IL 60601

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Parcel 1: Unit 3701 and Parking Space Unit P-23 together with the exclusive right to use Storage Space S-20, a limited common element, in The Regatta Condominium, as delineated and defined on the plat of survey of the following described parcels of real estate:

Lot 6 and the East 20 feet of Lot 5 in Lakeshore East subdivision of part of the unsubdivided lands lying East of and adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 4, 2003 as Document 03-0301045 in Cook County, Illinois.

Which survey is attached as Exhibit A to the Declaration of Condominium recorded August 15, 2006 as Document 06-22717054, as amended from time to time, together with their undivided percentage interest in the common elements.

Parcel 2:

Non-exclusive easements appurtenant to and for the benefit of Parcel 1, including easements for access to improvements being constructed over temporary construction easement areas, for pedestrian and vehicular ingress and egress on, over, through and across the streets and to utilize the utilities and Utility Easements, all as more particularly defined, described and created by Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East made by and between Lakeshore East L.L.C. Lakeshore East Parcel P LLC, and ASN Lakeshore East LLC dated as of June 26, 2002 and recorded July 2, 2002 as Document 02-0732020, as amended from time to time

Parcel 3:

Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Easements, Reservations, Covenant and Restrictions recorded August 15, 2006 as Document 06-22717053 for support, common walls, ceilings and floors, equipment and utilities, ingress and egress, maintenance and encroachments, over the land described therein. (Said burdened land commonly referred to in the aforementioned Declaration as the ``Retail Parcel.'')

UNOFFICIAL COPYSTATEMENT 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.

Dated: April 14, 2008Signature: James E. M. Jones
Grantor or Agent

SUBSCRIBED and SWORN to before me this 14 day of April 2008.

Paula J. Janik
Notary Public

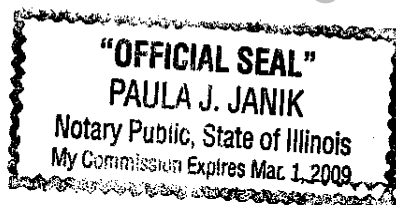


The Grantee or his agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a Land Trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: April 14, 2008Signature: James E. M. Jones
Grantee or Agent

SUBSCRIBED and SWORN to before me this 14 day of April, 2008.

Paula J. Janik
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.