

UNOFFICIAL COPY



DEED IN TRUST - WARRANTY



0821035003D

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, Patrick Rooney, as Successor Trustee under Trust Agreement dated 12/3/2004 and known as ** of the County of Cook and State of Illinois for and in consideration of the sum of Ten Dollars (\$ 10.00) 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 171 N. Clark Street, Suite 575, Chicago, IL 60601, as Trustee under the provisions of a certain Trust Agreement dated 16th day of July, 2008 , and known as Trust Number 8002351296 County, Illinois, to wit: the following described real estate situated in

Doc#: 0821035003 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/28/2008 07:58 AM Pg: 1 of 4

(Reserved for Recorders Use Only)

**Trust Number 1155

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 1155 Meadow #14A Northbrook, Il. 60062

Property Index Numbers 04-10-118-012-1011

together with the tenements and appurtenances thereunto belonging.

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 statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this 21st day of July, 2008 .

Patrick Rooney

Seal Patrick Rooney, Successor Trustee of Trust Number 1155 dated 12/3/04 Seal

Seal

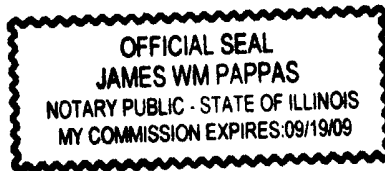
Seal

STATE OF Illinois)I, James Pappas, a Notary Public in and for COUNTY OF Cook)said County, in the State aforesaid, do hereby certify Patrick Rooney, Successor

Trustee of Trust Number 1155 dated 12/3/04 personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered of said instrument as a 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 seal this 21 day of July, 2008 .

NOTARY PUBLIC



Prepared By:

James W. Pappas 234 Waukegan Rd. Glenview, Il. 60025

MAIL TO: CHICAGO TITLE LAND TRUST COMPANY 171 N. CLARK STREET, SUITE 575 CHICAGO, IL 60601

SEND TAX BILLS TO:


JEN JEWELRY, INC. C/O SHAF HANMELECH 5200 GOLF ROAD SKOKIE, IL 60077

BOX 333-CP

4


UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS

 JUL. 23. 08
 REAL ESTATE TRANSFER TAX
 DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
00185.00
FP 103032

0000050655

COOK COUNTY
 REAL ESTATE TRANSACTION TAX
 COUNTY TAX

 JUL. 23. 08
 REVENUE STAMP

REAL ESTATE TRANSFER TAX
00092.50
FP 103034

0000050736

UNOFFICIAL COPY

LEGAL DESCRIPTION – EXHIBIT “A”

UNIT NUMBER 14-A AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"): THAT PART OF LOT 6 IN NORTHBROOK COMMERCIAL TRUST SUBDIVISION OF PART OF LOT 41 IN WALTER'S RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE NORTHEAST 1/4 OF SECTION 9 AFORESAID, AND PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 10 AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 6, 14.60 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 6, SAID LINE BEING A CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 714.43 FEET FOR A DISTANCE OF 95.44 FEET; NORTHERLY ALONG A LINE FORMING AN ANGLE OF 105 DEGREES 52 MINUTES FROM SOUTHWEST TO NORTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 121.0 FEET; THENCE CONTINUING NORTH TO A POINT ON THE NORTH LINE OF SAID LOT 6, SAID POINT BEING 145.85 FEET EAST OF THE POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF SAID LOT 6, SAID LINE BEING A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 635.65 FEET A DISTANCE OF 145.85 FEET TO AFORESAID POINT OF CURVATURE; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 6, 48.37 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 6 168.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY BEVERLY BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 8-0437 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 19227425, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

REAL ESTATE INDEX #: 04-10-118-012-1011
Commonly known as: 1155 Meadow, #14-A, Northbrook, Illinois 60062

*****Subject to general real estate taxes not due and payable at the time of closing; 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; Declaration of Condominium.

UNOFFICIAL COPY

TERMS AND CONDITIONS

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