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DEED IN TRUST - WARRANTY



0828445053D

Doc#: 0828445053 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/10/2008 11:46 AM Pg: 1 of 4

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, STEVE Y. KHOSHABE and KENDRA L. KHOSHABE, husband and wife, 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 141 N. Clark Street, Suite 575, Chicago, IL 60601, as Trustee under the provisions of a certain Trust Agreement dated 28th, day of February, 2008 and known as Trust Number 8002349865, the following described real estate situated in Cook County, Illinois, to wit:

(Reserved for Recorders Use Only)

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 2800 North Lake Shore Drive, Unit 3616, Chicago, IL 60616

Property Index Numbers 14-28-207-004-1570

together with the tenements and appurtenances thereto 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 30 day of Sept, 2008.

Seal STEVE Y. KHOSHABE

Seal

Seal KENDRA L. KHOSHABE

Seal

STATE OF ILLINOIS) I, Mary J Lampugnano, a Notary Public in and for
COUNTY OF Kane) said County, in the State aforesaid, do hereby certify that STEVE Y. KHOSHABE and KENDRA L. KHOSHABE 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 they 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 30th day of September, 2008.

Mary J Lampugnano
NOTARY PUBLIC

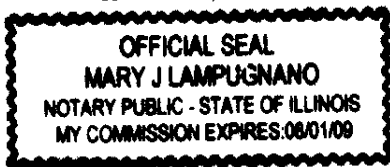
This transaction is exempt under the provisions of the Real Estate Transfer Tax Law under Paragraph (e), 35 ILCS 200/31-45 of said Law.

Prepared By: and Mail to:
Francesco Roselli, Esq.
Lillig & Thorsness, Ltd.
1900 Spring Road, Suite 200
Oak Brook, IL 60523

Grantor Dated: 9/30, 2008

~~MAILED TO CHICAGO TITLE LAND TRUST COMPANY~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

SEND TAX BILLS TO:
Steve Y. & Kendra L. Khoshabe
20 Vandenberg Drive
South Barrington, IL 60010



SY
PL
SN
M.Y.
K.S.

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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 whoms ever 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.

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LEGAL DESCRIPTION

UNIT NUMBER 3616 IN 2800 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THE SOUTH 60 FEET (EXCEPT THE WEST 400 FEET THEREOF) OF LOT 6 AND LOT 7 (EXCEPT THE WEST 400 FEET THEREOF) IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PREMISES BEING OTHERWISE DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 7 400 FEET EAST OF THE WEST LINE THEREOF (SAID WEST LINE BEING COINCIDENT WITH THE WEST LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28 AFORESAID) THENCE NORTH PARALLEL WITH THE WEST LINE OF LOTS 6 AND 7 AFORESAID 199.3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 7 TO THE DIVIDING OR BOUNDARY LINE BETWEEN THE LANDS OF LINCOLN PARK COMMISSIONERS AND THE LANDS OF SHORE OWNERS AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERED OCTOBER 31, 1904 IN CASE NO. 256886 ENTITLED "AUGUSTA LEHMANN AND OTHERS AGAINST LINCOLN PARK COMMISSIONERS" RUNNING THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE TO THE SOUTH LINE OF SAID LOT 7 AND RUNNING THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS, AND BY-LAWS FOR 2800 LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1978 KNOWN AS TRUST NUMBER 45204, REGISTERED AS DOCUMENT NO. LR 3096368; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS


Commonly known as: 2800 N. Lake Shore Drive, Unit 3616, Chicago, Illinois 60616

P.I.N.: 14-28-207-004-1570

STATEMENT BY GRANTOR AND GRANTEE UNOFFICIAL COPY

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: 9/30/08, 2008.

Signature: 
Grantor/Agent

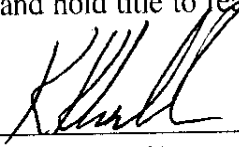
Subscribed and sworn to before me by the said Grantor this 30th day of September, 2008.

Notary Public 

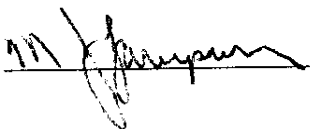


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: 9/30/08, 2008.

Signature: 
Grantee/Agent

Subscribed and sworn to before me by the said Grantee this 30th day of September, 2008.

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.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]