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8455167 (and amended)



Doc#: 0831226506 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/07/2008 01:45 PM Pg: 1 of 3

DEED IN TRUST
(Illinois)
THE GRANTORS, YVETTE VARGAS CUSACK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 26, 1999 AND KNOWN AS THE YVETTE V. CUSACK TRUST, AS TO AN UNDIVIDED 1/2 INTEREST and RICHARD W. CUSACK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 26, 1999 AND KNOWN AS THE RICHARD W. CUSACK TRUST, AS TO AN UNDIVIDED 1/2 INTEREST for and in consideration of TEN (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS IN HAND PAID, **CONVEY AND WARRANT** UNTO JAMES F. BLINDER, as TRUSTEE OF THE JAMES F. BLINDER TRUST dated August 18, 1981 and restated July 14, 2004

(The Above Space for Recorder's Use Only)

The following described real estate in the County of Cook, State of Illinois, to wit:

PARCEL 1: UNIT 2005 IN THE PEARSON CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 4, 6, 7 AND 8 IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0317834093 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-46, P-47 AND SSB-82, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

Permanent Real Estate Index Number(s): 17-03-228-032-1092

3hC

Address of Real Estate: 250 East Pearson Street, Unit #2005, Chicago, Illinois 60611

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; 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 successor in trust and to grant to such successor or successor in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise

Box 334

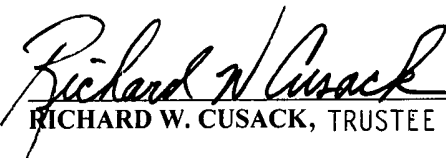
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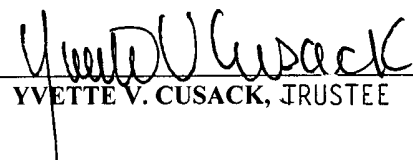
encumber said property, or any part thereof; to lease said property, or any part thereof; from time to time, in possession or reversion, by leases to commence *in praesenti* or *in futuro*, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise a term 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 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 consideration 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 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 the 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 conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created 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 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 successor 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.

The said Grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

WITNESS (Grantor(s) hand(s) this 5th day of November, 2008.

 (SEAL)
RICHARD W. CUSACK, TRUSTEE

 (SEAL)
YVETTE V. CUSACK, TRUSTEE

Dated: 10/5/08

Dated: 10/5/08

