UNOFFICIAL COP 39 1 42557

## **DEED IN TRUST**

THE GRANTOR (NAME AND ADDRESS)

Ex Sites, L.L.C. an Illinois Limited Liability Company 820 Church St., Ste. 200 Evanston, IL 60201 1999-12-08 14:22:33

Cook County Recorder

23.50



(The Above Space for Recorder's Use Only)

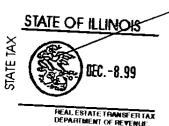
of the City of Evanston County of Cook, and State of Illinois, in consideration of the sum of <u>Ten and no/100</u> Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey and quit claims to <u>Austin Bank of Chicago</u> as Trustee, under the terms and provisions of a certain Trust Agreement dated the <u>5th</u> day of <u>December</u>, 19<u>97</u>, and designated as Trust No. <u>7323</u> and to any and all successors as Trustee appointed under said Trust Agreement, or who may be legally appointed, the following described real estate: (See reverse side for legal description.)

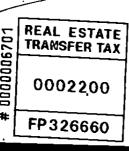
Permanent Index Number (PIN): 16-14-109-015

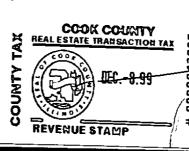
Address(es) of Real Estate: 3852 W. Gladys, Chicago II.

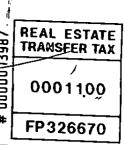
TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and for the following uses:

- 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, and set, 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 above described was in full force and effect; that said 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 said 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 said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising form 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 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. 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. Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise. DATED this 19th day of November 1999. Ex Sites, L.L.C. By: Urban Visions, Inc. Its Managing Member (SEAL) (SEAL) Barbara Dresher, President (SEAL) Jeff Tutt, Asst. Secret State of Illinois, County of Cook ss. I, the undersigned, a Nova y Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barbar | Dresher and Jeff Tutt personally known to me to be the same persons whose names superibed to the foregoing instrument, appeared before me this OFFICIAL SEAL" day in person, and acknowledged that they signed, sealed and delivered the said NOTARY PUBLIC, STATE OF ILLINOIS §instrument as their free and voluntar, act, for the uses and purposes therein set forth, MY COMMISSION EXPIRES 12/17/2001 Sincluding the release and waiver of the right of homestead. Given under my hand and official seal, this 19th day of November, 1999 Commission expires /2/17/2001 This instrument prepared by \_\_\_Brian A. Burak, 820 Church Street, Suite 200, Evanston, IL 60201 Legal Description Lot 30 in Block 9 in Lambert Tree's Subdivision of the West Half of the Northwest Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois. Subject to: private, public and utility easements and roads and highways, if any; party wall rights and agreements, if any; existing leases and tenancies, if any; special taxes or assessments for improvements not yet completed, if any; any unconfirmed special tax or assessment; installments not due at the date hereof of any special tax or assessments for improvements heretofore completed; any matters that would be disclosed by survey or environmental inspection; building, zoning, and health code violations, if any; and rights of all parties claiming under or through the grantees or their agents; and to General Taxes for 1998 and subsequent years and to rights, if any, of parties in possession of the property. SEND SUBSEQUENT TAX BILLS TO:

Mail to:

or

Recorder's Office Box No. \_\_\_

City of Chicago Real Estate
Dept. of Revenue 216891 \$165.00