

UNOFFICIAL COPY

**WARRANTY DEED  
IN TRUST**

Return to:

Wheeler and Title  
105 W Veterans  
Pkwy

Yorkville, IL 60560  
MAN 200920-5820  
(2012)



0914631060

Doc#: 0914631060 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/26/2009 12:19 PM Pg: 1 of 5

THIS INDENTURE WITNESSETH, that the Grantor, **BPT-JSI PROPERTIES, LLC**, an Illinois limited liability company, of the County of Cook and the State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in the hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, conveys and warrants unto **MIDWEST BANK AND TRUST COMPANY**, 1604 West Colonial Parkway, Laverne, Illinois 60067, a corporation duly organized and existing as a corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of that certain Trust Agreement dated September 17, 2008, and known as **Trust Number 01-01-8740**, the following described real estate in the County of Cook and the State of Illinois, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in the Trust Agreement set forth.

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, highways or alleys and to vacate any subdivision of part thereof, and to re-subdivide said real 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 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 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 thereafter, to contract to make leases and to grant options to lease and option to renew leases and options to purchase the whole or any part of the reversion 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,

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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, 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 Registrar of Titles of said county) relying upon or claiming under any such conveyance lease or other instrument, (a) that at the same 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 success 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 that neither Midwest Bank and Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 amendment thereto, or for injury to person or property happening in or about said real estate, and 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 irrevocable 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 discharged 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 earning, avails and proceeds 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, or in to said real estate as such, but only an interest in the earning, avails and proceeds thereof as aforesaid, the intention hereof being to vest in Midwest Bank and Trust Company the entire legal and equitable title in fee simple in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition" or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this 29<sup>th</sup> day of April, 2009.

**BPT-JSI PROPERTIES, LLC**  
an Illinois limited liability company

By: Patrick Girondi, Member *Patrick Girondi, Member*  
under POA


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STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

*through William Walker, atty.*

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do certify that Patrick Girondi, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

Given under my hand and notary seal this 29<sup>th</sup> day of April, 2009.

  
 Notary Public



City of Chicago  
 Dept. of Revenue



Real Estate  
 Transfer Stamp

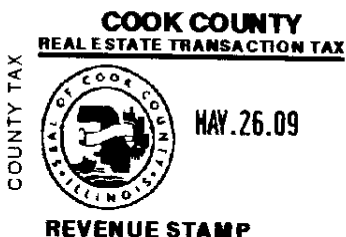
579458

\$1,916.25

05/26/2009 11:18 Batch 05306 17

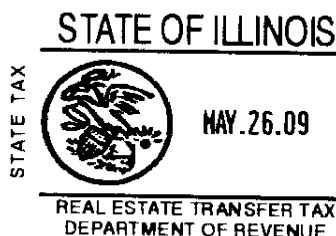
~~Mail recorded deed and tax bills to:~~  
 Martin & Mathewson, P.C.  
 30 North LaSalle Street  
 Suite 1726  
 Chicago, Illinois 60602

This document was prepared by:  
 Jory Wishnoff  
 30 North LaSalle Street  
 Suite 1726  
 Chicago, Illinois 60602



# 0000055052

REAL ESTATE TRANSFER TAX
0009125
FP 103042



# 0000042767

REAL ESTATE TRANSFER TAX
0018250
FP 103037

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## EXHIBIT A

### PARCEL 1:

THE WEST 1/2 OF THE EAST 1/2 OF LOT 8 IN EMMA ROSENMERKEL'S SUBDIVISION OF LOT 31 IN SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

X      Property address:      525 West 57th Street  
Chicago, Illinois 60621

PIN:      20-16-116-008

### PARCEL 2:

X      THE EAST 24-1/3 FEET OF THE WEST 48-2/3 FEET OF LOT 38 IN EMMA ROSENMERKEL'S SUBDIVISION OF LOT 31 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address:      430 West 58th Street  
Chicago, Illinois 60621

PIN:      20-16-119-022

### PARCEL 3:

THE EAST 24 1/3 FEET OF LOT 38 IN EMMA ROSENMERKEL'S SUBDIVISION OF OUTLOT 31 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

X      Property address:      422 West 58th Street  
Chicago, Illinois 60621

PIN:      20-16-119-025

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**PARCEL 4:**

LOT 7 IN FREDERICK B. CLARKE'S SUBDIVISION OF LOTS 11 TO 15 IN BLOCK 4 OF WARDER'S SUBDIVISION OF OUTLOT 32 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

X Property address: 438 West 59th Street  
Chicago, Illinois 60621

PIN: 20-16-127-009

**PARCEL 5:**

LOT 9 AND THE NORTH 6 FEET OF LOT 10 IN BLOCK 3 IN THE SUBDIVISION OF LOT 33 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

X Property address: 5918 South Normal  
Chicago, Illinois 60621

PIN: 20-16-304-029

**PARCEL 6:**

LOT 49 AND THE SOUTH 4 FEET OF LOT 50 IN THE SUBDIVISION OF LOT 2 OF BLOCK 33 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

X Property address: 5909 South Normal  
Chicago, Illinois 60621

PIN: 20-16-305-043

**PARCEL 7:**

LOTS 9 AND 10 IN BLOCK 1 IN GUNN'S SUBDIVISION OF BLOCK 1 IN CLOUGH & BARNEY'S SUBDIVISION OF BLOCKS 34 AND 35 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

X Property address: 417 West 60th Street  
Chicago, Illinois 60621

PIN: 20-16-312-012