# **UNOFFICIAL COPY**

#### `This Document Prepared By:

David J. Kates, Esq. 77 W. Wacker, Suite 3500 Chicago, Illinois 60601-1692

### After Recording Mail To:

Chicago Title Land Trust Company, as trustee under Trust Agreement, dated December 19, 2009 and known as Trust Number 8002353591 171 N. Clark Street, Suite 575 Chicago, Illinois 50601

#### Send Subsequent Tax Fills To:

Chicago Title Land Trust Company, as trustee under Trust Agreement, dated December 19, 2009 and known as Trust Number 8002353591
171 N. Clark Street, Suite 575
Chicago, Illinois 60601

### Address of Real Estate:

3280 Sunset Trail Northbrook, Illinois 60062

Permanent Real Estate Index Number:

04-17-300-035-0000

4011592

STATE OF ILLINOIS

AUG. 31.09

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX

02400,00

# FP 103043

Doc#: 0924355014 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 08/31/2009 10:49 AM Pg: 1 of 5

## **DEED IN TRUST - WARRANTY**

THE GRANTOR, CADD DEVELOPMENT LLC, a limited lability company, of Northbrook, Illinois, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid CONVEYS and WARRANTS to CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS WHOSE ADDRESS IS 171 N. CLARK STREET, SUITE 575, CHICAGO, IL 60601, AS TRUSTEE UNDER TRUST AGREEMENT, DATED AUGUST 19, 2009 AND KNOWN AS TRUST NUMBER 8002353591, the Real Estate in the County of Cook in the State of Illinois commonly known as 3280 Sunset Trail, Northbrook, Illinois 60062 as more particularly described on Exhibit A attached hereto and made a part hereof, 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 Exhibit B attached hereto are also made a part hereof.

**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.

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Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated as of the 25th day of August, 2009

CADD Development LLC

By: The Freid

President, Chad Freid

STATE OF ILLINOIS

) SS

COUNTY OF COOK

I, Middle C Vocave. Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHAD FREID, THE PRESIDENT OF CADD DEVELOPMENT LLC, on behalf of CADD Development LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 25th day of August, 2009, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 25th clark of August, 2009.

Commission expires \_\_\_\_\_

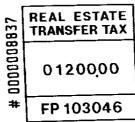
Notary Public

······

"OFFICIAL SEAL"
Michele C Varney
Notary Public, State of Illinois
My Commission Expires 3/26/2013



REVENUE STAMP



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## EXHIBIT A

## **Legal Description**

LOT 7 IN WYATT AND COONS LANDWHER ESTATES, UNIT NUMBER 2, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 20, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Proberty of Cook County Clark's Office

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### EXHIBIT B

### **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 arrend, 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 in cafter.

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 the eof 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 oe chliged 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.

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## **UNOFFICIAL COPY**

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.