

# UNOFFICIAL COPY



Doc#: 1003416021 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/03/2010 11:33 AM Pg: 1 of 5

## DEED IN TRUST – QUIT CLAIM

This indenture, Witnesseth, that the Grantor, **1503 NORTH CLEVELAND LLC**, of the City of Chicago, County of Cook, State of Illinois, for and in consideration of Ten (\$10.00) Dollars and other valuable consideration, in hand paid, conveys and quit claims unto **CHICAGO**

**TITLE LAND TRUST COMPANY**, a corporation of Illinois whose address is 171 North Clark Street, Suite 575, Chicago, Illinois 60601, as **Trustee under the provisions of a certain Trust Agreement dated January 20, 2010, and known as Trust Number 8002354347**, the following described real estate situated in Cook County, Illinois, to wit:

(See attached Legal Description)

Permanent Real Estate Index Number: 17-04-110-053-0000 and 17-04-110-027-0000 (includes other property);

Commonly known as: 1503 North Cleveland, Unit 3, Chicago, Illinois 60610;

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 4 of this instrument are made a part hereof.**

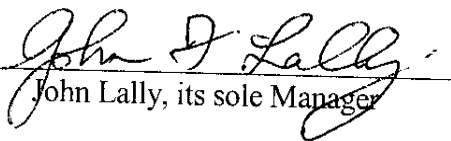
And the Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for homesteads from from sale on execution or otherwise.

IN WITNESSETH WHEREOF, the Grantor aforesaid has hereunto set hand and seal.

DATED THIS 29th day of January 2010.

1503 North Cleveland LLC,


By:

  
John Lally, its sole Manager

# UNOFFICIAL COPY

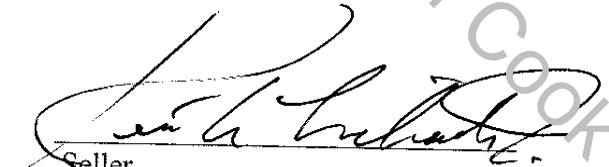
STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

I, the undersigned, a notary public in and for Cook County, Illinois, do hereby certify that John Lally, personally known to me to be the same person whose name is subscribed above, appeared before me this day in person, and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

  
Notary Public



This transfer is exempt under provisions of paragraph (e) of section 31-45 of the Illinois Real Estate Transfer Law, 35 ILCS 200/31-5 *et al.*

  
Seller

*This instrument was prepared by:*

Kenneth A. Michaels Jr.  
Bauch & Michaels, LLC  
53 W Jackson, Suite 1115  
Chicago, IL 60604  
Office: 312-588-5000

*Mail to:*

Kenneth A. Michaels Jr.  
Bauch & Michaels, LLC  
53 W Jackson, Suite 1115  
Chicago, IL 60604  
Office: 312-588-5000

*Send Subsequent Tax Bills to:*

Trust Beneficiary  
1503 N. Cleveland, Unit 3  
Chicago, IL 60610

# UNOFFICIAL COPY

## Legal Description for Condominium Unit

Parcel 1: Unit 3 together with its undivided percentage interest in the common elements in 1503 North Cleveland Condominium as delineated and defined in the Declaration recorded as Document Number 0811316048, in the northwest 1/4 of Section 4, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois;

Parcel 2: Exclusive use for parking purposes in and to Parking Space number P-3, a limited common element, as set forth and defined in said Declaration of Condominium and Survey attached thereto, in Cook County, Illinois.

As the subject property was new construction, no notices were required under the Illinois Condominium Property Act and the Condominium Ordinance of the City of Chicago to be given to any tenants of the property.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said declaration for the benefit of the remaining property described therein.

This deed is subject to (1) real estate taxes not yet due and payable; (2) the Illinois Condominium Property Act; (3) all rights, easements, covenants, conditions, restrictions and reservations contained in the Declaration and condominium association bylaws and rules and regulations for the 1503 North Cleveland Condominium Association ("Condominium Association"), if any, as amended from time to time, the same as though the provisions of said declaration were recited and stipulated at length herein; (4) covenants, conditions, restrictions and building lines of record; (5) easements or encroachments existing or of record; (6) acts done or suffered by Grantee (collectively referred to as the "Permitted Exceptions").

# UNOFFICIAL COPY

## 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 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.

# UNOFFICIAL COPY

## STATEMENT BY GRANTOR AND GRANTEE

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 and hold title to real estate under the laws of the State of Illinois.

Date: 1/29/2010

Signature: [Handwritten Signature]  
Grantor or Agent

SUBSCRIBED and SWORN to before me on 1/29/10



[Handwritten Signature]  
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.

Date: 1/29/2010

Signature: [Handwritten Signature]  
Grantee or Agent

SUBSCRIBED and SWORN to before me on 1/29/2010



[Handwritten Signature]  
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 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 Act.]