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Doc#: 1013733108 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/17/2010 11:41 AM Pg: 1 of 3

DEED

Property of Cook County Clerk's Office

STREET ADDRESS: 401 N. WABASH #51A/P150
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 17-10-135-032-0000

17-10-135-033-0000

LEGAL DESCRIPTION:

PARCEL 1: UNITS 51A AND P150 IN THE 401 NORTH WABASH AVENUE RESIDENTIAL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 1 IN TRUMP TOWER SUBDIVISION OF A TRACT OF LAND IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0821716050, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, SUPPORT, USE AND ENJOYMENT AS CREATED BY AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE 401 NORTH WABASH BUILDING RECORDED AS DOCUMENT NUMBER 0803015062, AS AMENDED BY SPECIAL AMENDMENT RECORDED AUGUST 4, 2008 AS DOCUMENT NUMBER 0821716049.

PARCEL 3: A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1 AND 2, AS GRANTED IN THAT CERTAIN ORDINANCE BY THE CITY OF CHICAGO APPROVED SEPTEMBER 1, 2004 AND RECORDED JANUARY 3, 2005 AS DOCUMENT NUMBER 0500319018 AS PUBLISHED IN JOURNAL PAGES 30411 TO 30458, BOTH INCLUSIVE, FOR THE IMPROVEMENT, USE AND MAINTENANCE OF PUBLIC WAY, TO IMPROVE, MAINTAIN, REPAIR, REPLACE, USE AND OCCUPY FOR PEDESTRIAN PURPOSES, AND NOT VEHICULAR PURPOSES, CERTAIN TRACTS OF LAND AS MORE PARTICULARLY DESCRIBED THEREIN.

PARCEL 4: THE EXCLUSIVE RIGHT TO THE USE OF S4107, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0821716050.

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First American Title Insurance Company

WARRANTY DEED IN TRUST Individual

| | | |
|---|-----------|------------|
| REAL ESTATE TRANSFER | | 05/04/2010 |
|  | COOK | \$1,150.00 |
|  | ILLINOIS: | \$2,300.00 |
| | TOTAL: | \$3,450.00 |
| 17-10-135-032-0000 20100501600029 FLZF9L | | |

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|---|----------|-------------|
| REAL ESTATE TRANSFER | | 05/04/2010 |
|  | CHICAGO: | \$17,250.00 |
| | CTA: | \$6,900.00 |
| | TOTAL: | \$24,150.00 |
| 17-10-135-032-0000 20100501600029 M3HZZE | | |

THE GRANTOR(S), Matthew Johnson, married, of the City of Chicago, County of Cook, State of IL for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to Richard L. Biller, as Trustee of The Richard L. Biller Trust dated September 12, 2006, of 28 Edgewood Court, Deerfield, IL 60015 of the County of Lake, all interest in the following described Real Estate situated in the County of Cook in the State of IL, to wit:

See Exhibit "A" attached hereto and made a part hereof

THIS IS NOT HOMESTEAD PROPERTY

Permanent Real Estate Index Number(s): 17-10-135-032-0000, 17-10-135-033-0000
Address(es) of Real Estate: 401 N. Wabash, Unit 51A & P.50, Chicago, IL 60611

SUBJECT TO: Covenants; conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; all special governmental taxes or assessments confirmed and unconfirmed; condominium declaration and by laws, if any, and general real estate taxes not yet due and payable at the time of Closing.

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, street, 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 or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement 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 agreement 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 from 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.

Warranty Deed in Trust - Individual

FASTDoc 09/2005

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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(s) hereby waive(s) and release(s) any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

Dated this 30th day of April, 20 10.

X Matthew Johnson

Matthew Johnson

Florida

STATE OF ILLINOIS, COUNTY OF

Dade

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT, Matthew Johnson, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 30th day of April, 20 10.

Commission expires March 10, 20 12.



Karen Salinas (Notary Public)

Prepared by:
Judy DeAngelis
Attorney at Law
767 Walton Lane
Grayslake, IL 60030

Mall to:
Steven M. Zuckerman
Attorney at Law
111 W. Wacker Drive, Ste.2620
Chicago, IL 60601

Name and Address of Taxpayer:
Richard L. Biller
401 N. Wabash, Unit 51A & P150
Chicago, IL 60611