#### **UNOFFICIAL COPY**

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**DEED IN TRUST** 

(ILLINOIS)

THE GRANTORS, ROBERT W. NEWMAN AND PATRICIA E. NEWMAN, husband and wife of 13314 Lost Key Place, Lakewood Ranch, Florida 34202 for and in consideration of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations in hand paid, CONVEYS and WARRANTS unto THE MCGOUGH FAMILY DECLARATION OF TRUST DATED AUGUST 30, 2002 having an address of 204 South Ioka, Mount Prospect, Illinois 60056 the following described real estate in the County of Cook and State of Illinois, towit:

\* JAMES C. Mc GOUSH & DEBIRAL A. McGOUSH
AS TRUSTER of

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION

Doc#: 1108233083 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 NLY

Cook County Recorder of Deeds Date: 03/23/2011 01:12 PM Pg: 1 of 4

Permanent Real Estate Index Number: 17-03-201-576-1071

Address of Real Estate: 1100 North Lake Shore Drive Unit 37C, Chicago, IL 60611

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to trustee to improve, manage, protect and subdivide said premises or any part thereof to dedicate parks, street, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey citier with or without consideration; to convey said premises 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 property, or any part thereof; to lease said property, 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 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 sai property, 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

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appurtenant to said premises or any part thereof; and to deal with said property 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.

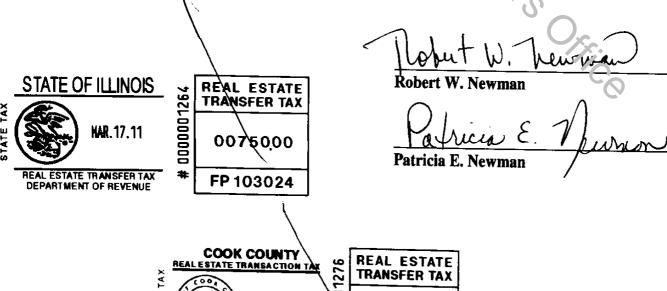
In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustie, 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 any trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee 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 a ust 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.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has hereum set her hand and seal this day of March 2011.

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)	
COUNTY OF <u>COOK</u>	) )	SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert W. Newman and Patricia E. Newman, husband and wife and personally known to me to be the same persons whose names 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 day of March, 2011.

Commission expires:

4/a5 ,2014

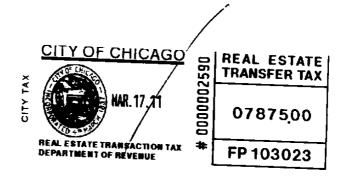
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY

THOMAS P. DUFFY WILDMAN, HARROLD, ALLEN & DIXON 225 WEST WACKER DRIVE, SUITE 2800 CHICAGO, ILLINOIS 60606

AFTER RECORDING RETURN TO:

LAW OFFICES OF JAMES D. ZAZAKIS 4315 NORTH LINCOLN CHICAGO, IL 60618 "OFFICIAL SEAL"
PATRICIA T. MOROZ
Notary Public, State of Illinois
My Commission Expires April 25, 2014



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## **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### **LEGAL DESCRIPTION**

UNIT 37 C IN 1100 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 5, TOGETHER WITH ACCRETIONS THERETO AND PART OF LOT 4 IN THE SUBDIVISION OF THE SOUTH ½ OF LOT 11 AND THE EAST PART OF LOT 12 IN BLOCK 2 IN THE CANAL TRUSTEES' SUBDIVISION, TOGETHER WITH PARTS OF LOTS 33 AND 34 IN HEALEY'S SUBDIVISION OF LOT 1 AND THE NORTH ½ OF LOT 11 AND PART OF LOT 10 IN BLOCK 2 IN THE CANAL TRUSTEES' SUBDIVISION, ALL IN THE SOUTH FLACTIONAL ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25274945, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEXEST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 17-(3-201-076-1071

Address of Real Estate: 1100 North Lake Shore Prive, Unit 37C, Chicago, IL 60611

This Deed is subject to:

- 1. General Real Estate Taxes for the Second Installment ci 2010 and subsequent years.
- 2. Covenants, conditions and restrictions of record.
- 3. Public and Utility Easements.
- 4. Acts done by or suffered through Grantee.
- 5. All special governmental taxes or assessments confirmed and unconfirmed.
- 6. Terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.