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DEED IN TRUST - SPECIAL WARRANTY

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, MB 865, LLC

of the County of State of for and in consideration of the sum of Ten Dollara) in hand paid, and of other good and valvane considerations, receipt of which is hereby duly ocknowledge, remise, release alien and convey unto _Hi CAGO TITLE LAND TRUST COMPAIN, Corporation of Illinois whose address is 181 V. Midison Street, Suite 1700, Chicago, IL 60602, as invitee under the

Doc#: 1115212078 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 06/01/2011 09:56 AM Pg: 1 of 3

(Reserved for Recorders Use Only)

APPIL

2011 and known as Trust Number County, Illinois, to wit:

provisions of a certain Trust Agramant dated 21st 8002356794 , the following described real , the following described real estate situated in

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 2307 W. 35th Street, Chicago, Illinois 60609

Property Index Numbers 17-31-300-033-0000

together with the tenements and appurtenances thereunto 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 2 OF THIS INSTRUMENT ARE MADE A

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statues of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise. Subject to: covenants, conditions, and restrictions of record; public and utility er semonts, acts done by or suffered through Buyer; existing leases and tenancies, if any; all special governmental taxes or access rients confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of Closing.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this 2 ay of 1/14 o

Seal

STATE OF **COUNTY OF**

a Notary Public in and for

) said County, in the State aforesaid, do hereby certify

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Thomas R. Waighed, sealed and delivered of said instrument as a free and voluntary of for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 23 day of MA4, 2011

> Tauc NOTARY PUBLIC

Prepared By: Fournier Law Firm, Ltd. 2210 Midwest Road, Suite 212 Oak Brook, IL 60523

MAIL TO:

Fournier Law Firm, Ltd. 2210 Midwest Road, Suite 212 Oak Brook, IL 60523

SEND TAX BILLS TO: Chicago Title T/U/T 800235679

Chicago, IL 60608

3201 S. Hoyne

JEAN M. LAMBERTH NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 09/24/2011

Rev. 12/2005

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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 lesses 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 time, percafter, 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 resto exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kiral, or release, convey or assign any right title or interest in or about or easement appurtenent 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 (vit) still 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 (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 or any act of said Trustee, or be obliged 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 cher 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 of imministrations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all coneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and duir or every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successor in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the time, estate in fact, 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 Calcago Title Land Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal habitity 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 it or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or fire njury 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 covered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably expolated for such purposes, or at the election of the Trustee, in its own name as Trustee of an express trust and not individually or at the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only or fire 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 filling 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.

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LEGAL DESCRIPTION

LOTS 3 AND 4 IN WESTON'S SUBDIVISION OF BLOCK 1 IN REES' ADDITION TO BRIGHTON IN THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

