

# UNOFFICIAL COPY

This instrument was prepared by:

Richard L. DiNardo, Esq.  
Republic Bank of Chicago  
2221 Camden Court  
Oak Brook, IL 60523

After recording, mail to:

Chicago Title Land Trust Company  
10 S. LaSalle Street, Suite 2750  
Chicago, IL 60603

Send subsequent tax bills to:

Taxpayer  
P.O. Box 805266  
Chicago, IL 60680



Doc#: 1313649041 Fee: \$48.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/16/2013 11:31 AM Pg: 1 of 6

Above Space for Recorder's Use Only

## SPECIAL WARRANTY DEED IN TRUST

6713976 111

THIS SPECIAL WARRANTY DEED IN TRUST made on this 8th day of May, 2013 by RB RESOLUTION PROPERTIES, LLC – 6559 PEORIA SERIES, an Illinois limited liability company, which has its principal place of business at 2221 Camden Court, Oak Brook, Illinois (“Grantor”), to CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, whose address is 10 S. LaSalle Street, Suite 2750, Chicago, Illinois, as trustee under the provisions of a certain Trust Agreement dated May 7, 2013 and known as Trust Number 8002361827 (“Grantee”).

WITNESSETH:

Grantor, for and in consideration of Ten and 00/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and to its successors and assigns, all of the following described real estate, situated in the County of Cook and State of Illinois, known and described as follows:

(See Exhibit 1 attached hereto and made a part hereof)

Grantor also hereby grants to Grantee, its successors and assigns, all rights, title, interest and easements appurtenant to the above referenced property described herein.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor either in law of equity, of, in and to the above described premises, with the

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hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, 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 2 OF THIS SPECIAL WARRANTY DEED IN TRUST ARE MADE A PART HEREOF.

Grantor, for itself and its successors, does covenant, promise and agree, to and with Grantee, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor will warrant and defend the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, other than the matters referred to in the title commitment for the above-referenced property (collectively, "Permitted Exceptions").

Grantor, for itself and its successors, makes no warranties, representations or covenants whatsoever concerning the above referenced property described herein or its condition, it being expressly understood that the property is being sold **"AS IS" and "WHERE IS" with no warranties, either expressed or implied, including, but not limited to, warranties of fitness for a particular purpose.**

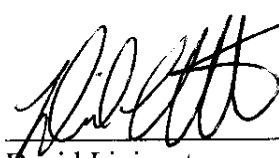
[Signature page follows]

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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed in Trust to be executed as of the date first above written.


GRANTOR:

RB RESOLUTION PROPERTIES, LLC –  
6559 PEORIA SERIES, an Illinois limited  
liability company

By:   
Name: David Livingston  
Its: Manager


STATE OF ILLINOIS  
COUNTY OF DUPAGE



} SS:

REAL ESTATE TRANSFER		05/15/2013
	CHICAGO:	\$90.00
	CTA:	\$36.00
	<b>TOTAL:</b>	<b>\$126.00</b>
20-20-222-022-0000   20130501601895   L5QWSA		

BEFORE ME, a Notary Public in and for said county and state, personally appeared David Livingston, a manager of the Grantor, RB RESOLUTION PROPERTIES, LLC – 6559 PEORIA SERIES, an Illinois limited liability company, personally known to me, who being first duly sworn, did upon oath acknowledge that he did sign the foregoing instrument as such manager on behalf of said Grantor and is duly authorized to do so, and that the same is the free act and deed of said Grantor and his free act and deed individually.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 8<sup>th</sup> day of May, 2013.

  
Notary Public

REAL ESTATE TRANSFER		05/15/2013
	COOK	\$6.00
	ILLINOIS:	\$12.00
	<b>TOTAL:</b>	<b>\$18.00</b>
20-20-222-022-0000   20130501601895   B2JT7D		

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## EXHIBIT 1

### Legal Description

LOT 73 IN HART AND FRANKS' SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-20-222-022-0000

COMMON ADDRESS: 6559 S. PEORIA AVENUE, CHICAGO, ILLINOIS

60621

Property of Cook County Clerk's Office

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## EXHIBIT 2

### 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.

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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.

Deputy County Clerk's Office