



TRUSTEES' DEED

ST 137063 / 20132676580

Doc#: 1320401092 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/23/2013 12:18 PM Pg: 1 of 3

THE GRANTOR, John J. Kleiman, III, as Successor Trustee under the Agnes Kleiman Living Trust dated July 1, 2007, of 4903 N. Monticello Avenue, Chicago, IL 60625, for and in consideration of the sum of TEN DOLLARS in hand paid

GRANTS, SELLS AND CONVEYS to John J. Kleiman, III, as Trustee under the John J. Kleiman, III Living Trust dated October 1, 2010, of 4903 N. Monticello Avenue, Chicago, IL 60625, the following described real estate situated in the County of Cook, State of Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD said premises forever.

DATED this 17 day of MAY, 2013.

John J. Kleiman III
John J. Kleiman, III, Successor Trustee

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in the State aforesaid, DO HEREBY CERTIFY that John J. Kleiman, III, as Successor Trustee under the Agnes Kleiman Living Trust dated July 1, 2007 personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as his free and voluntary act as Trustee as aforesaid, including the release and waiver of the right of homestead.

Given under my hand and official seal this 17 day of MAY, 2013.



Mary Ann Place Byrne
Notary Public

Impress Notary's Seal:

This instrument prepared by: Joseph C. Johnson, Attorney at Law, 1205 Shermer Road, Northbrook, IL 60062.
Send subsequent tax bills to: John J. Kleiman, III, Trustee, 4903 N. Monticello Avenue, Chicago, IL 60625.

MAIL TO: Joseph C. Johnson, Attorney at Law, 1205 Shermer Road, Northbrook, IL 60062

S Y
P 3
S N
SC V
INT VI

REAL ESTATE TRANSFER		05/23/2013	
	COOK	\$57.50	
	ILLINOIS:	\$115.00	
	TOTAL:	\$172.50	

REAL ESTATE TRANSFER		05/23/2013	
	CHICAGO:	\$862.50	
	CTA:	\$345.00	
	TOTAL:	\$1,207.50	

BOX 333-CTI

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EXHIBIT A

Common Address of Property: 233 E. Erie, #901, Chicago, IL 60611

PTIN of Property: 17-10-203-027-1001

Legal Description of Property:

PARCEL 1: UNIT NUMBER 901 IN THE STREETERVILLE CENTER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: ALL OF THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE NINTH FLOOR, IN THE 26 STORY BUILDING SITUATED ON THE PARCEL OF LAND HEREINAFTER DESCRIBED) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF A PARCEL OF LAND COMPRISED OF LOTS 20 TO 24 AND LOT 25 (EXCEPT THAT PART OF LOT 25 LYING WEST OF THE CENTER OF THE PARTY WALL OF THE BUILDING NOW STANDING THE DIVIDING LINE BETWEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE LOWEST SURFACE OF THE ROOF SLAB OF THE 8 STORY BUILDING SITUATED ON SAID PARCEL OF LAND) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF THE SOUTH 17.96 FEET OF AFORESAID PARCEL OF LAND, ALL IN THE SUBDIVISION OF THE WEST 394 FEET OF BLOCK 32, (EXCEPT THE EAST 4 FEET OF THE NORTH 80 FEET THEREOF), IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, 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 NUMBER 26017897 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEEN EDWIN B. SHELTON AND HEATON OWSLEY RECORDED AUGUST 11, 1892 AS DOCUMENT 1715549 ON THAT PART OF LOTS 25 AND 26 IN KINZIE'S ADDITION AFORESAID OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED OCTOBER 1, 1981 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT 26017894 AND AS CREATED BY DEED RECORDED AS DOCUMENT 26017895.

Subject to the following: terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements 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 and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration/Covenants, Conditions and Restrictions.

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EXHIBIT B

Full power and authority are hereby granted to said Trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, 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 either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust with 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 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 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 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 inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust; 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 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 or in some amendment thereof and is binding upon all beneficiaries thereof; (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 trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her or their predecessor in trust.

The interest of each and every beneficiary under said Trust 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 other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary thereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.