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Doc#: 1322550029 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/13/2013 02:41 PM Pg: 1 of 4

TRUSTEE'S DEED AND INDIVIDUAL DEED



DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR,

C. Marshall Smith, as Trustee of the Patricia R. Smith Revocable Trust, dated February 22, 2000, as to an undivided 50% interest herein,

And

Charles M. Smith, individually, as to an undivided 50% interest herein,

of the County of COOK and State of ILLINOIS for and in consideration of the sum of Ten Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and WARRANT unto CHICAGO TITLE LAND TRUST COMPANY a Corporation of Illinois

(Reserved for Recorders Use Only)

whose address is 10 S. LaSalle St., Suite 2750, Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated August 1, 2013 and known as Trust Number 8002362573, the following described real estate situated in COOK County, Illinois to wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 2800 N. Lake Street, Unit 4116, Chicago, Illinois 60657
Property Index Numbers 14-28-207-004-1641

together with the tenements and appurtenances thereunto being.

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 PART HEREOF.

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

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this 7th day of August 2013

C. Marshall Smith

C. Marshall Smith*, as Trustee of the Patricia R. Smith Revocable Trust, dated February 22, 2000

Charles M. Smith

Charles M. Smith*, individually,

*C. Marshall Smith and Charles M. Smith is one and the same person, being the surviving spouse of Patricia R. Smith, deceased.

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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 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.

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.

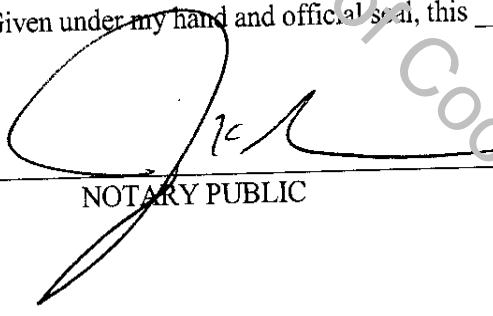
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal 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.

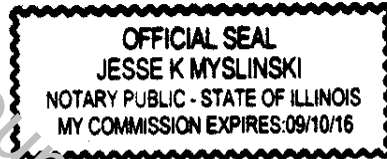
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **C, Marshall Smith, as Trustee of the Patricia R. Smith Revocable Trust, dated February 22, 2000** and **Charles M. Smith, individually**, known to me to be one and the same person whose name is subscribed to the foregoing instrument in both capacities, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act in both his capacities as Trustee and individually, 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 7th day of August, 2013.


NOTARY PUBLIC





This instrument was prepared by:

THE LAW OFFICES OF
JESSE K. MYSLINSKI, P.C.
201 E. ARMY TRAIL ROAD, SUITE 202
BLOOMINGDALE, ILLINOIS 60108

REAL ESTATE TRANSFER	08/12/2013
 CHICAGO:	\$4,181.25
CTA:	\$1,672.50
TOTAL:	\$5,853.75

14-28-207-004-1641 | 20130801600767 | TYH367

REAL ESTATE TRANSFER	08/12/2013
 COOK	\$278.75
 ILLINOIS:	\$557.50
TOTAL:	\$836.25

14-28-207-004-1641 | 20130801600767 | XAF8H2

MAIL TO:

Frank C. Nubling
2800 N. Lake Shore Dr. #1202
Chicago, IL 60657

SEND SUBSEQUENT TAX BILLS TO:

Resident
2800 N. Lake Shore Dr. #4116
Chicago, IL 60657

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Legal Description:

UNIT NUMBER 4116 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 2800 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER LR309868, IN THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index Number: 14-28-207-004-1641

Property Address:
2800 N Lake Shore Dr Apt 4116
Chicago, IL 60657

Property of Cook County Clerk's Office