UNOFFICIAL COP Sh 20/2 Doc#: 1335312063 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough **DEED IN TRUST - QUIT CLAIM** Cook County Recorder of Deeds Date: 12/19/2013 02:02 PM Pg: 1 of 4 THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, LINCOLN ALBAMY LLCian Alinois limited of the County of Com party for and State of 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 actro-wledged, convey and (Reserved for Recorders Use Only) QUIT CLAIM unto CAICAGO TITLE LAND TRUST COMPANY a Corporation of Illinois whose address is 10 S. LoSa le St., Suite 2750, Chicago, IL 60603, as Trustee under the provisions of a certain Trust , the following and known as Trust Number 8002363197 Agreement dated OCTOBER 22, 2013 County, Illinois to wit: described real estate situated in COOK SEE ATTACHED LEGAL DESCRIPTION Commonly Known As 4953 OAKTON #009 P-S92, SKOKIE, IL. 60077 Property Index Numbers 10-28-201-034-1145 and 10-28-201-034-1110 together with the tenements and appurtenances the eunto 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, subject to takes not jet due and payable and the terms and conditions appearing on Pige 2 of this instrument are made a part HEREOF. Athe permitted exceptions Set forth on Exhibit B attached hereto. 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 or homesteads from sale on execution or otherwise. IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this  $\mathcal{JSM}$ Lincoln Albany UC, an Illinois Detober, 2013. Signature Signature Signature , a Notan Public in and for THE UNDERSIGNED STATE OF ILLINOIS COUNTY OF COOK ) said County, in the State aforesaid, do hereby certify NERMINA WATE-Charshy Marsh, the design noted agent for Lincoln Albory, U.C. personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as a 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 seal this MY COMMISSION EXPIRES:06/26/16 MOTARY PUBLIC - STATE OF ILLINOIS NOTAKY BUBLI ALISA HABIBOVIC Prepared By: CHICAGO TITLE LAND TRUST 10 S. LASALLE ST. #2750 CHICAGO, IL. 60603 **SEND TAX BILLS TO:** MAIL TO: CHICAGO TITLE LAND TRUST COMPANY

BOX 333-CTI SKULLE IL 60077

MULIC 9117 SKOKIE BLUD

10 S. LASALLE STREET, SUITE 2750

CHICAGO, IL 60603

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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 laid Trustee, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be corresped, 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 a" 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 c. any amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liability, heing 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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## **UNOFFICIAL COPY**

### Exhibit A

## Legal Description

Address:

4953 Oakton Avenue, Units 609 and P-92, Skokie, Illinois 60077

PINS:

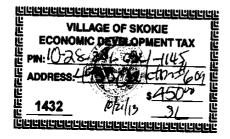
10-28-201-034-1145 (unit 609) and 10-28-201-034-1110 (unit P-92)

UNITS 609 AND PARKING SPACE P-92 IN METROPOLITAN OF SKOKIE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 2 IN METROPOLITAN OF SKOKIE, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCOPDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 2005 AS DOCUMENT 052454/033, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

(A) BELOW A HORIZONTAL PLANE AT LLEVATION 630.55 USGS DATUM.

(B) ABOVE A HORIZONTAL PLANE AT ELEVATION 641.91 USGS DATUM BELOW A HORIZONTAL PLANE AT ELEVATION 664.53 USGS DATUM; WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 08, 2005 AS DOCUMENT 0531218048, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED DECEMBER 20, 2005 AS DOCUMENT 0535403095, SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED MARCH 15, 2006 AS DOCUMENT 0607434105, THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED MAY 1, 2006 AS DOCUMENT 0612117117 AND FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED MAY 1, 2006 AS DOCUMENT 0612117117 AND FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED JUNE 08, 2006 AS DOCUMENT 0615945105 AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME.



REAL ESTATE TRANSFER		12/15/2013
	COOK	\$75.00
	ILLINOIS:	\$150.00
	TOTAL:	\$225.00
10-28-201-034-114	5   2013100160490	9   NY8KY7

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### Exhibit B

## **Permitted Exceptions**

- 1. (A) TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 6, 2005 AS DOCUMENT NO. 0527945134, AMENDED AND RESTATED BY DECLARATION RECORDED NOVEMBER 8, 2005 AS DOCUMENT 0531218048, AS AMENDED FROM TIME TO TIME; AND (B) LIMITATIONS AND CONDITIONS IMPOSED BY THE CONDOMINIUM PROPERTY ACT.
- 2. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SALD COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT 0527945133, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE. AMILNOED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS DATED NOVEMBER 7, 2005 AND RECORDED AS DOCUMENT 0531218047.
- 3. EASEMENT IN FAVOR OF COMCAST CFILLINOIS TEXAS INC., AND ITS SUCCESSORS AND ASSIGNS, EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT 0518020111, AFFECTING THE COMMON ELEMENTS.
- 4. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE ORDINANCE NO. 03-6-P-3179 PROVIDING FOR THE REPEAL OF ORDINANCE NO. 02-1-P-3-57, RECORDED AS DOCUMENT 0020025183, RELATING TO ACQUISITION OF THE REAL ESTATE LOCATED AT 4949 N. OAKTON STREET, SKOKIE, ILLINOIS AND THE ADJA ENT PARKING LOT TO THE WEST.
- 5. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN LANDSCAPING, INSTALLATION AND MAINTENANCE AGREEMENT DATED JUNE 2, 2003 AND RECORDED SEPTEMBER 17, 2003 AS DOCUMENT 0326050111 BETWEEN GEORGE LONDOS, OAKTON PLACE, L.L.C. AND THE VILLAGE OF SKOKIE, ORDINANCE NO. 03-06-Z-3175, AS DISCLOSED BY DEED IN LIEU OF FORECLOSURE DATED JUNE 21, 2011 AND RECORDED JUNE 22, 2011 AS DOCUMENT 1117329076.
- 6. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN LANDSCAPING, INSTALLATION AND MAINTENANCE AGREEMENT RECORDED SEPTEMBER 17, 2003 AS DOCUMENT 0326050114, ORDINANCE NO. 03-06-Z-3175, AS DISCLOSED BY DEED IN LIEU OF FORECLOSURE DATED JUNE 21, 2011 AND RECORDED JUNE 22, 2011 AS DOCUMENT 1117329076.
- 7. RIGHTS OF PUBLIC, VILLAGE OF SKOKIE AND STATE OF ILLINOIS IN AND TO THE NORTH 7.00 FEET OF THE LAND, DEDICATED BY ORDINANCE NO. 03-6-Z-3174 APPROVING THE DEDICATION OF PROPERTY AS PART OF OAKTON STREET AND A PLAT OF RESUBDIVISION AND CONSOLIDATION FOR PROPERTY DATED JUNE 2, 2003 AND RECORDED SEPTEMBER 17, 2003 AS DOCUMENT 0326050113, AS DISCLOSED BY DEED IN LIEU OF FORECLOSURE DATED JUNE 21, 2011 AND RECORDED JUNE 22, 2011 AS DOCUMENT 1117329076.