

# UNOFFICIAL COPY

14020161



## SPECIAL WARRANTY DEED

Doc#: 1410456002 Fee: \$44.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/14/2014 08:41 AM Pg: 1 of 4

After Recording Mail to:  
Chicago Title Land Trust Company  
10 S. LaSalle Street, Suite 2750  
Chicago, IL 60603

Grantees Address and  
send subsequent tax bills to:  
c/o Mario's Butcher Shop  
and Food Center, Inc.  
54 Bright Ridge Dr.  
Schaumburg, IL 60194

RETURN TO:  
Acquest Title Services, LLC  
2800 W. Higgins Rd. # 180  
Morton Grove, IL 60053

CHANGING THE BUYER WITHOUT SELLER'S WRITTEN CONSENT IS VOID

THIS INDENTURE, is made this 4th day of April, 2014, between **FCBT HOLDINGS, LLC, SERIES FC PAD HOLDINGS IV**, an Illinois limited liability company, created and existing under and by virtue of the laws of the United States of America and duly authorized to transact business in the State of Illinois, party of the first part ("Grantor"), and **Chicago Title Land Trust Company, as Trustee under Trust Agreement dated January 21, 1983 and known as Trust No. 12487**, party of the second part ("Grantee"). WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority granted by said limited liability company, by these presents does GRANT, SELL, CONVEY and WARRANT unto the Grantee, and to its heirs and assigns, FOREVER, by, through and under Grantor only, but not otherwise, all the following described real estate, situated in the County of COOK and the State of Illinois known and described as follows, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" \* 54 Bright Ridge Dr  
Schaumburg, ILL 60194

SUBJECT TO ANY AND ALL COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND ANY OTHER MATTERS OF RECORD.

Together with all hereditaments and appurtenances thereunder belonging, or in otherwise appertaining, and the 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 or equity, of, in and to the above described premises, with the hereditament and appurtenances: TO HAVE AND HOLD the said premises as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever 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.**

P.I.N.s: 16-13-106-012-0000 and 16-13-106-013-0000  
Property Address: 2813-2815 W. Fifth Avenue, Chicago, IL 60612

JK

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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 lease the term of 99 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.

# UNOFFICIAL COPY

[Signature Page for Special Warranty Deed]

**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Deed, effective as of the date set forth above.

FCBT HOLDINGS, LLC, SERIES FC PAD HOLDINGS IV

By: Northbrook Bank & Trust Company  
Its: Member

By: [Signature]  
Name: Christophe Swiece  
Its: SR Vice President, MBR

State of Illinois )  
Cook ) SS  
County of DuPage )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Christopher Swiece as SR Vice President of Northbrook Bank & Trust Company, Member of FCBT Holdings, LLC, Series FC PAD Holdings IV, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such SR Vice President he/she signed, sealed and delivered the said instrument, pursuant to authority given by said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of April, 2014

[Signature]  
Notary Public

PINs: 16-13-106-012-0000 and 16-13-106-013-0000

Commonly known as: 2813-2815 W. Fifth Avenue, Chicago, IL 60612



This instrument was prepared by:

[Signature]  
Flores & Mihevc, LLC  
707 Lake Cook Road, Suite 220  
Deerfield, IL 60015

# UNOFFICIAL COPY

**Exhibit "A"**  
LEGAL DESCRIPTION OF PROPERTY

**PARCEL 1:**


Sub-lot 6 of Lots 1, 2, 3, 4 and 5 in Block 1 to T.D. Lowther's Subdivision of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the third Principal Meridian, in Cook County, Illinois.



**PARCEL 2:**

Lot 2 in Resubdivision of Sub Lots 1, 2, 3, 4, 5 and 15 Subdivision of Lots 1 to 5 inclusive in Subdivision of Block 1 in T.D. Lowther's Subdivision of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the third Principal Meridian, in Cook County, Illinois.

PINs: 16-13-106-012-0000 and 16-13-106-013-0000

Commonly known as: 2813-2815 W. Fifth Avenue, Chicago, IL 60612

<b>REAL ESTATE TRANSFER</b>	04/08/2014
	<b>CHICAGO:</b> \$1,267.50
	<b>CTA:</b> \$507.00
	<b>TOTAL:</b> \$1,774.50
16-13-106-013-0000   20140301604543   ELKEVA	

<b>REAL ESTATE TRANSFER</b>	04/08/2014
 	<b>COOK:</b> \$84.50
	<b>ILLINOIS:</b> \$169.00
	<b>TOTAL:</b> \$253.50
16-13-106-013-0000   20140301604543   AB6MPA	