### **UNOFFICIAL COPY**





Doc#: 1601916063 Fee: \$48.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Affidavit Fee: \$2.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/19/2016 04:30 PM Pg: 1 of 6

#### TRUSTEE TO TRUSTEE DEED

THIS INDENTURE, made this 2nd day of December, 2015, between FIRST AMERICAN BANK, as successor trustee to First Merit Bank, N.A., successor trustee to Midwest Bank and Trust Company, 218 West Main Street, Dundee, Illinois 60118 an Illinois Banking Corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a Trust Agreement dated the 17th day of March, 2005 and known as Trust No.05, 1-8368, party of the first part, and The O'Neill Living Trust under a Trust party of the second part. Agreement dated 10/12/95--

Grantee's Address: 1393 W. Lake Street, Chicago, Illinois 60607-----

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100 dollars (\$10.00) and the other good and valuable consideratio is in hand paid, does hereby grant, sell, convey and quitclaim unto said party of the second part, all of its right, title and interest, if any, in the following described real estate, situated in Cook County, Illinois, to wit:

# SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF CASC C

Permanent Index Number: 17-08-324-002-0000

Commonly known as: 1393 W. Lake Street, Chicago, Illinois 60607

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same said party of the second part, and to the proper use, benefit and behoof forever of said parties of the second part. This conveyance is made pursuant to direction and with authority to convey directly to the grantee named herein "Trustee". The powers and authority conferred upon said Trustee are recited on Exhibit "B" attached hereto and incorporated herein by reference.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. Nothing in this Deed shall be construed as creating any liability or duty on the part of the Trustee with respect to any Environmental Law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) or the Illinois Environmental Protection Act (Ill. Rev. Stat. ch. 111-1/2, Paragraph 1001 et. seq.)

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IN WITNESS WHEREOF, said party of the has caused its name to be signed to these presents ice President & Trust Officer the day and year first about	first part has caused its corporate seal to be hereto affixed, and by its Vice President & Trust Officer and attested by its we written.
FIRST AMERICAN BAN	k'
as Trustee as aforesaid	Ps
	All the second second
BY: Estate	
Vice President & Ti	aust Officer
A PTECTE.	
ATTEST: Vice President &	Truck Office
STATE OF ILLINO'S	TrusCOttice
COUNTY OF KANZ SS.	
the same persons whose names are subscribed to the fore respectively, appeared before me this degrin person a instrument as their own free and voluntary act of said B. Vice President did also then and there acknowledge that	
Notary Public	OFFICIAL SEAL
rvotaty i done	ILENE SI KAYE
	M* COMMISSION EXPIRES 01/29/19
	The all the state of the state
CA FORM (INN) (ID.O.	
RETURN TO:	FOR INFORMATION ONLY INSURT
The first state of the state of	STREET ADDRESS OF ABOVE
OPPOSITION OF THE PROPERTY AND ADDRESS OF THE PROPERTY OF THE	DESCRIBED PROPERTY HERE:  1393 W. Lake Street
	Chicago, II. 60607
	Simerage Inc. NOOV
Document Prepared By:	SEND SUBSEQUENT TAX BILLS TO:
First American Bank 218 West Main Street	
Dundee, Illinois 60118	
	EVENERAL PARATES DESCRIPTION OF THE ARREST
	EXEMPT UNDER PROVISIONS OF MARAGRAPH & SECTION 31-45, REAL ESTATE TRANSPER ACT
	DATE;
Page	2 of 4 Signature of Grantee

Representative

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#### Exhibit "B"

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. 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 and 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 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 terms 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 ary time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options opurchase 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 appurtenent 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

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 (state shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or craiming 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 trust, 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 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 First American Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected by any claim, judgement or decree of 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 as a result of any operations conducted on or any contamination of, on or about said real estate, including, without limitation, any injury or damage associated with or resulting from the environmental condition of said real estate, such operations or any substance thereon or the release or threat of release of any substance therefrom, or under the provisions of this Deed or said Trust Agreement or any amendment 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.

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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 any 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 carnings, 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 the earnings, avails ard rrocceds thereof as aforesaid, the intention hereof being to vest in said, party of the second part the entire legal and equilable title in fee simple, in and to all of the real estate herein described. If the title to any of the above real estate is now or bereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreen ear or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the mic intent and meaning of the trust

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### **LEGAL DESCRIPTION** (O'NEILL PORTION)

THAT PART OF THE EAST HALF OF HERETOFORE VACATED NORTH LOOMIS STREET, VACATED BY DOCUMENT NUMBER 1509219087, IN THE SOUTHWEST QUARTER OF SECTION 8. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF NORTH LOOMIS STREET AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT 2 IN ASSESSOR'S DIVISION OF THAT PART LYING SOUTH OF LAKE STREET OF LOT 3 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST QUARTER OF SECTION 8 AFORESAID; THENCE NORTH 90°00'00" WEST (ASSUMED) PERPENDICULAR TO THE EAST LINE OF NORTH LOOM'S STREET, 21.50 FEET; THENCE NORTH 00°00'00" WEST PARALLEL TO SAID EAST LINE, 63.09 FEET; THENCE SOUTH 90° EAST PERPENDICULAR TO SAID EAST LINE 21.50 TO THE EAST LINE OF NORTH LOOMIS STREET AFORESAID; THENCE SOUTH 00° EAST ALONG SAID EAST LINE 63.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,356.5 SQ. FT.

REAL	FSTAT	FTRA	INSFER	TAX
NEAL	LVIAI	L 11\C	111JI EIX	177



= 1,356.5 SQ.	FT.	
	0	
	•	
ER TAX	20-Jan	2010
CHICAGO:		0.00
CTA:		0.00
TOTAL:		0.00 *
2016010166183	36   0-336 <b>-</b> 0	11-840
any applicable pe	•	
<b>,-</b>	,	
ER TAX	20-Jan-2016	
COUNTY:	0.00	
ILLINOIS:	0.00	
TOTAL:	0.00	
0160101661836	1-367-548-480	
•		

17-08-324-002-0000 | 20160101661836 | 0-336-011-840

<sup>\*</sup> Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX			20-Jan-2016
		COUNTY:	0.00
		ILLINOIS:	0.00
	TOTAL:	0.00	

17-08-324-002-0000 | 20160101661836 | 1-367-548-480

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#### GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE

AS REQUIRED BY SECTION 35 ILCS 200/31-47

#### **GRANTOR SECTION**

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (ABI) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or another entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois

DATED: 20/6 SIGNATURE: GRANTOR OF AGENT GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature. Subscribed and shore to before me, Name of Notary Public: By the said (Name of Granto: ): AFFIX NOTARY STAMP BELOW On this date of: JAY 20 OFFICIAL SEAL HAVA WEISSBERG NOTARY SIGNATURE: NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/16/19 **GRANTEE SECTION** The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment

of beneficial interest (ABI) in a land trust is either a natural person an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in illino's, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

DATED: 1. 20 **SIGNATURE** 

GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the CRINTEE signature

Subscribed and sworn to before me, Name of Notary Public:

By the said (Name of Grante AFFIX NOTARY STAMP BELOW

On this date of 20 OFFICIAL SEAL

AROLYN A NORRIS NOTARY SIGNATURE: NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/06/16

#### CRIMINAL LIABILITY NOTICE

Pursuant to Section 55 ILCS 5/3-5020(b)(2), Any person who knowingly submits a false statement concerning the identity of a **GRANTEE** shall be guilty of a **CLASS C MISDEMEANOR** for the FIRST OFFENSE, and of a CLASS A MISDEMEANOR, for subsequent offenses,

(Attach to DEED or ABI to be recorded in Cook County, Illinois if exempt under provisions of SECTION 4 of the Illinois Real Estate Transfer Act. (35 ILCS 200/Art. 31)

revised on 10.6.2015