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COPY

AFTER RECORDING RETURN TO:

A. WAGE 3473 5 KING Dr. #440 CM: 11 60616 Doc#: 1602018068 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/20/2016 02:56 PM Pg: 1 of 5

#### PERMANENT INDEX NUMBERS:

20-36-324-001-0000 20-36-324-002-0000

PROPERTY ANDRESS:

8601-8605 South Storry Island Chicago, Illinois 60612

#### SPECIAL WARRANTY DEED IN TRUST

THIS INDENTURE is made as of January 15<sup>th</sup>, 2016 between SEAWAY BANK AND TRUST COMPANY, an Illinois banking association, having an address of 645 E. 87th Street, Chicago, Illinois 60619 (the "Grantor"), and CHICAGO (T) I E LAND TRUST COMPANY, as trustee under Trust No. 8002370185 dated January 12, 2016, having an address of 10 S. LaSalle Street, Chicago, Illinois 60603 (the "Grantee") (the "Grantee");

WITNESSETH, Grantor, for and in consideration of the sum of Ten Dollars in hand paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby CONVEY AND WARRANT unto the Grantee the following described real estate, together with any and all improvements located thereon and all rights, easements and appurtenances thereto in any way belonging (collectively, the "Property"), situated in the County of Cook, State of Illinois, and described on Exhibit A attached hereto.

Grantor hereby covenants, promises and agrees, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property granted is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, a sainst all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND.

TO HAVE AND TO HOLD, the said real estate with the appurtenances, upon the tructs, and for the uses and purposes herein and in said Trust Agreement set forth. The terms and conditions appearing on pages 3 and 4 of this instrument are made a part hereof.

IN WITNESS WHEREOF, Grantor has signed this instrument the day and year first above written.

REAL ESTATE TRANSFER TAX		20-Jan-2016
TEAL STATE OF THE	CHICAGO:	742.50
	CTA:	297.00
	TOTAL:	1,039.50 *
20-36-324-001-00	00 20160101659066	1-419-762-752

\* Total does not include any applicable penalty or interest due.

 REAL ESTATE TRANSFER TAX
 20-Jan-2016

 COUNTY:
 49.50

 ILLINOIS:
 99.00

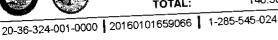
 TOTAL:
 148.50

SEAWAY BANK AND TRUST COMPANY

By: Weeke Caponers

Its: Vice President, Capital Recovery





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STATE OF ILLINOIS	) ) SS
COUNTY OF COOK	)

The undersigned, <u>KATHLEEN R. SIMS</u>, a notary public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that <u>HEIDE CAPOSIENO</u>, 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 severally acknowledged that he/she signed and delivered the said instrument as his/her and voluntary act, on behalf of SEAWAY BANK AND TRUST COMPANY, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of January, 2016.

Notary Public

KATHLEEN R. SIMS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
April 21, 2016

This instrument was prepared by: H. Jeffrey McCown, McCown Law Offices, 22837 S. Wirth, Frankfort, Illinois 60423

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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 icr such other considerations as it would be lawful for any person owning the same to deal with the same, whet'rer 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 cream 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 overcunder, (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

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# **UNOFFICIAL COPY**

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 Chicago Title Land Trust Company the entire legal and equitable title in fee simple, in and to all of the frust bed.

Of Coot Colling Clark's Office real estate above described.

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#### Exhibit A

#### Legal Description

Lots 16 and 17 in Archibald's Stony Island Manor Subdivision of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

### PERMANENT INDEX NUMBERS:

20-36-324-001-0500 20-36-324-002-0000

PROPERTY ADDRESS.

Ox Cook County Clark's Office 8601-8605 South Stony Island Chicago, Illinois 60619