## UNOFFICIAL CO

# FIDELITY NATIONAL TITLE



### **DEED IN TRUST - WARRANTY**

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR DANIEL P. ROŚSKAMM and ERICA K. ROSSKAMM, husband and wife of the County of Cook and Illinois State of 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 reknowledged, convey and WARRANT unto CHICAGO TITLE LAND

TRUST COMPANY a Corporation of Illinois Agreement dated November 29, 2016 described real estate situated in Cook

Doc#. 1703047040 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/30/2017 12:24 PM Pg: 1 of 4

Dec ID 20161201688777

ST/CO Stamp 0-799-549-632 ST Tax \$1,795.00 CO Tax \$897.50

City Stamp 1-159-065-792 City Tax: \$18,847.50

(Reserved for Recorders Use Only)

whose address is 10 S. CaSalle St., Suite 2750, Chicago, IL 60603, as Trustee under the provisions of a certain Trust and known as Trust Number 8002373079 , the following County, Illinois to wit:

#### SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 2550 N. LAKEVIEW AVE. N804, CHICAGO IL 60614

Property Index Numbers 14-28-319-11 (-1060, 14-28-319-115-1338, 14-28-319-115-1339)

together with the tenements and appurtenances, the reunto 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.

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 or homesteads from sale on execution or 3rd otherwise.

IN WITNESS WHERE	EOF, the grantor aforesa	id has hereunto set ha:	nd and seal this	<u>- ろ</u> day of
December	, 2016 .			
2 Al	<del></del>		0,	
Signature		Signature	Tie	
Signature		Signature	0.	- Carriery
STATE OF ILLINOIS	) 1,		, a Nota	ry Public in and for
COUNTY OF COOK	) said County, in the S	State aforesaid, do here	eby certify DANIEL F	. POSSKAMM and
ERICA K, ROSSKAMM			,	Ó
personally known to me to be	the same person(s) when	hose name(s) are	subscribed to the for	egoing instrument,
appeared before me this day i	n person and acknowled	ged that they sign	ed, sealed and deliver	red said instrument
as a free and voluntary act, fo	f the uses and purposes	therein set forth, include	fing the release and w	aiver of the right of
homestead/ // ///	1 3/1			

GIVEN under my hand and seal this

day of

December

2016

NOTARY PUBLIC

Prepared By: Mary F. Murray, 6350 N. Cicero Ave. Ste. 200, Chicago INct 60 846 ic - State of Illinois

STEVE E MELVAGE My Commission Expires Dec 30, 2018

OFFICIAL SEAL

MAIL TO: CHICAGO TITLE LAND TRUST COMPANY 10 S. LASALLE STREET, SUITE 2750 CHICAGO, IL 60603

SEND TAX BILLS TO: Mark and Rita Tresnowski 2550 N. Lakeview Ave. N804 Chicago IL 60614

1

## **UNOFFICIAL COPY**

#### **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 wholeer any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to pertition 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 rear satisfie 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 thereof, (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 alternative 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 is pility being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into bothe 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.

1703047040 Page: 3 of 4

# **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION

#### PARCEL 1A:

UNIT N8-04 IN THE LINCOLN PARK 2550, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 132729082;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318007; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

### PARCEL 1B: RESIDENTIAL PARCEL EASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS DESCRIBED IN PARCEL 1A ABOVE AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF

- i) MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND OR COMMON WALLS, CEILINGS AND FLOORS, SIGNAGE, ACCESS TO STORAGE AREAS, LOADING DOCK AND TRASH ROOM, GARAGE SERVICE ELEVATOR AND STAIRWELLS, VALET PARKING OPERATIONS OVER THOSE PARTS OF THE GARAGE PARCEL AS DESCRIBLD THEREIN.
- ii) INGRESS AND EGRESS FOR MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, OVER THOSE ARTS OF THE SINGLE FAMILY NOME PARCEL DEFINED THEREIN.

#### PARCEL 1C:

THE EXCLUSIVE RIGHT TO THE USE OF TWO BALCONIES FOR THE BENEFIT OF SAID UNIT N8-04, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318007, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222014, AND AS AMENDED FROM TIME TO TIME.

\_1703047040 Page: 4 of 4

# **UNOFFICIAL COPY**

#### PARCEL 2A:

UNITS 241 AND 242, BOTH INCLUSIVE, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SUPVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2B: GARAGE PARCEL EASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS IN PARCEL 2A AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATES OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF INGRESS AND EGRESS FOR MAINTENANCE INCLUDING VENTILATION VENTS, STRUCTURAL SUPPORT, USE OF CERTAIN TACILITIES, ENCROACHMENTS, PEDESTRIAN EMERGENCY EGRESS, AND FOR COMMON WALLS, FLOORS AND CEILINGS OVER THOSE PARTS OF THE RESIDENTIAL PARCEL AND SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

### PARCEL 2C:

THE EXCLUSIVE RIGHT TO THE USE OF THE STORAGE AREA \$241 AND \$242 FOR THE BENEFIT OF SAID UNITS 241 AND 242, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550 PARKING CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318008, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222015 AND AS AMENDED FROM TIME TO TIME.

Commonly known as 2550 N. LAKEVIEW AVE. N804, CHICAGO IL 60614

PIN 14-28-319-112-1060, 14-28-319-115-1338, 14-28-319-115-1339



REAL ESTATE TI	09-Dec-2016	
072	CHICAGO:	13,462.50
	CTA:	5,385.00
	TOTAL:	18,847.50 *
14-28-319-112-1	1060 20161201688777	1-159-065-702

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