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WARRANTY DEED *into Trust*

Doc#: 1715308040 Fee: \$52.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/02/2017 10:24 AM Pg: 1 of 3

STC 01146-50947 *me*

WHEN RECORDED, MAIL TO:

Gregory A. Braun, Esq. *Marco Fogliani*
4301 N. Damen Ave. *340 W. Diversey #2017*
Chicago, Illinois 60648 *Chicago, IL 60657*

Dec ID 20170501661074
ST/CO Stamp 0-571-855-296 ST Tax \$333.50 CO Tax \$166.75
City Stamp 1-833-996-736 City Tax: \$3,501.75

SEND SUBSEQUENT TAX BILLS TO:

Marco Fogliani and Beverly Fogliani
340 W. Diversey Parkway, Unit 2017
Chicago, Illinois 60657

GRANTORS, Aaron Lippelt and Jennifer Plaskota, husband and wife, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY and WARRANT to the GRANTEES, ~~Gregory A. Braun, Esq. and Beverly Fogliani~~, of Chicago, Illinois, ~~all of their interest in the following described real estate in the County of Cook, in the State of Illinois:~~

** Trust of Beverly H. Fogliani dated June 15, 2010*
SEE ATTACHED LEGAL DESCRIPTION

Permanent Index No.: 14-28-206-005-1321

Property Address: 340 W. Diversey Parkway, Unit 2017, Chicago, Illinois 60657.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Subject to the following, if any: (1) General real estate taxes for the year 2016-2nd installment and subsequent years; (2) public and utility easements, of record, if any; (3) covenants, conditions and restrictions, of record, if any; (4) Purchasers' mortgages of record, if any; and (5) the Declaration of Condominium Ownership.

Dated this 11th day of May, 2017.

Dated this 11th day of May, 2017.

a lippelt
Aaron Lippelt

Jennifer Plaskota
Jennifer Plaskota

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)


I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that AARON LIPPELT and JENNIFER PLASKOTA, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, that they were authorized to do so, and for the uses and purposes therein set forth.

Given under my hand and notary seal, this 16th Day of May, 2017.

My commission expires 12/3/17

[Signature]
Notary Public

PREPARED BY: James D. Zazakis, Esq., 3832 N. Ashland Ave., Suite 1S, Chicago, Illinois 60613

REAL ESTATE TRANSFER TAX		31-May-2017
	CHICAGO:	2,501.25
	CTA:	1,000.50
	TOTAL:	3,501.75 *



14-28-206-005-1321 | 20170501661074 | 1-833-996-736

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

UNOFFICIAL COPY**COMMITMENT FOR TITLE INSURANCE****SCHEDULE A****Exhibit A - Legal Description**

Parcel 1:



Unit 2017 as delineated on Survey of the following described Parcel of Real Estate (hereinafter referred to as "Parcel"):

That part of Lot 6 in the Assessor's Division of Lots 1 and 2 in the Subdivision by the City of Chicago of the East Fractional half of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, which lies between the East line of North Sheridan Road (formerly Lake View Avenue) on the West and the West line of North Commonwealth Avenue on the East (Excepting therefrom that part lying North of a straight line drawn from a point on the East line of said North Sheridan Road which is 228 feet 43/16 inches North of the North line of West Diversey Parkway to a point on the West line of said North Commonwealth Avenue which is 227 feet 10 inches North of said West Diversey Parkway); also that part of Lot 7 in said Assessor's Division which lies between the East line of North Sheridan Road (formerly Lake View Avenue), on the West, the West line of North Commonwealth Avenue on the East, and the North line of West Diversey Parkway on the South, all in Cook County, Illinois, which Survey is attached as Exhibit "A" to Declaration made by American National Bank and Trust Company of Chicago, as trustee under trust no. 11139, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. 23400546; together with an undivided percentage interest in said Parcel (Excepting from said Parcel all the property as Document Space comprising all the units as defined and set forth in said declaration and Survey).

Parcel 2:

Easement to Construct, Use and Maintain Party Wall together with wooden piles and concrete footings, such piles and footings to extend not more than 3 feet 6 inches upon the hereinafter described land, as created by Party Wall Agreement dated January 3, 1956 and recorded June 17, 1957 as Document No. 31983, the center of said Party Wall commencing approximately 22 feet West of the East Lot line and extending West approximately 126 feet along boundary line between above Parcel 1 and the land described as follows:

That part of Lots 5 and 6 in Assessor's Division of Lots 1 and 2 in the Subdivision by the City of Chicago of the East Fractional half of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, which lies South of a straight line drawn from a point on the East line of said North Sheridan Road which is 43/16 inches North of the North line of West Diversey Parkway to a point on the West line of said North Commonwealth Avenue, which is 227 feet 10 inches North of the North line of said West Diversey Parkway and said straight line produced West to the center line of said North Sheridan Road and produced East to the center line of said North Commonwealth Avenue, in Cook County, Illinois.

REAL ESTATE TRANSFER TAX		01-Jun-2017
	COUNTY:	166.75
	ILLINOIS:	333.50
	TOTAL:	500.25
14-26-206-005-1321	20170501661074	0-571-855-296

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Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time in possession or reversion, by leases to commence in praesenti or futuro, 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 property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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 and proceeds thereof as aforesaid.