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DEED IN TRUST **ILLINOIS STATUTORY**

THE GRANTORS (NAME AND ADDRESS)

Laura L. Severino 350 Eucalyptus Avenue Hillsborough, CA 94010 Doc#. 2103401186 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 02/03/2021 11:05 AM Pg: 1 of 9

Dec ID 20210101604337

City Stamp 2-124-750-864

(The Above Space for Recorder's Use Only)

1000 PM The Grantor, LAURA L. SEVERIND, a Married Woman of 350 Eucalyptus Avenue, Hillsborough, California 94010, in consideration of the sum of TEN and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand raid, receipt whereof is hereby acknowledged, hereby conveys and warrants unto the following:

Nicholas A. Severino and Laura L. Severino, Trustees of the AMS Trust dated December 15, 2009, as to an undivided one-third (1/3) interest, 350 Eucalyptus Avenue, Hillsborough, California 94010;

Nicholas A. Severino and Laura L. Severino, Trustees of the CJS Trust dated December 15. 2009, as to an undivided one-third (1/3) interest, 350 Eucalyptus Avenue, Hillsborough, California 94010; and

Nicholas A. Severino and Laura L. Severino, Trustees of the NDS Trust dated December 15, 2009, as to an undivided one-third (1/3) interest 350 Eucalyptus Avenue, Hillsborough, California 94010;

Grantee in fee simple, the following described real estate, situated in the County of Look and State of Illinois, to wit:

See Attached Exhibit A Legal Description

together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

REAL ESTATE TRANSFER TAX		06-Jan-2021
	CHICAGO:	0.00
(A Day 2)	CTA:	0.00
	TOTAL:	0.00 *
17 04 425 020 422	SE 038	

^{17-04-435-038-1025 | 20210101604337 | 2/124-750-864} * Total does not include any applicable penaity or interest due

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Permanent Real Estate Index Number(s):

17-04-435-038-1025

Address(es) of Real Estate:

9 West Walton Street, #1202, Chicago, Illinois 60610-7329

THIS IS NOT HOMESTEAD PROPERTY

TO HAVE AND HOLD said premises with the appurtenances, upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

In addition to all of the powers and authority granted to the trustee by the terms of said Agreement, full power and authority is hereby granted to the trustee to improve, manage, protect and subdivide said real astate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 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 the trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, 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 at the present or in the 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 property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or a seign any right or title or interest in or about or easement appurtenant to said real estate 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 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 the trustee 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 the trustee 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 concluded with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of said agreement and every deed, trust deed, mortgage, lease or other instrument executed by the 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 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 Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the 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,

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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 their predecessors 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.

If the title to any of the above real estate is now or hereafter 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 "with limitations", or words of similar import, in accordance with the statute in such cases made and provided.

And said GRANTOR here's 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 the exemption of homesteads from sale on execution or otherwise.

Dated December 14, 2020

Exempt under provisions of Paragraph E Section 31-45, Real Estate Transfer Tax Law.

Buyer/Seller/Representative

December 14, 2020

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Jame L. SEVERINO

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

State of California County of San Marco

On December 14, 2020, perfore me, Susan M. Brooks, No.	tary Public,
On <u>December 11, 2020,</u> ottot ins, <u></u>	(insert name and title of the officer)
personally appeared Laura L. Sever no	, who proved to me on
the basis of satisfactory evidence to be the person(s) who	se name(s) is/are subscribed to the within executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the i of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the lay	ws of the State of California that the foregoing
paragraph is true and correct.	

WITNESS my hand and official seal.

Signature W (Sea

SUSAN M. BROOKS
Notary Public - California
San Mateo County
Commission # 2301903
My Comm. Expires Aug 18, 2023

THIS INSTRUMENT PREPARED BY

Daniel O. Hands Daniel O. Hands, P.C. 2021 Midwest Road, Suite 200 Oak Brook, IL 60523

MAIL TO:

Daniel O. Hands 2021 Midwest Road, Suite 200 Oak Brook, IL 60523 SEND SUBSEQUENT TAX BILLS TO:

Nicholas and Laura Severino 350 Eucalyptus Avenue Hillsborough, CA 94010

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his/her agent affirms that, to the best of his/her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest 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 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: December 14, 2020 Signature: Journal Survey Grantor or Agent

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OF VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

State of California County of San Mateo)

On <u>December 14, 2020</u> before me, <u>Susan M. Brooks, Notery Public</u>

(insert name and title of the officer)

personally appeared <u>Laura L. Severion</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the

person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

SUSAN M. BROOKS Notary Public - California San Mateo County Commission # 2301903 My Comm. Expires Aug 18, 2023

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The grantee or his/her agent affirms that, to the best of his/her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest 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 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: <u>Jesember 14, 2020</u>	Signature: Jaun JSwrs Grantee or Agent
A NOTARY PUBLIC OX OTHER OFFI INDIVIDUAL WHO STANED THE D TRUTHFULNESS, ACCURACY DRIVA	CER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE SUIDITY OF THAT DOCUMENT.
State of California County of San Matco)	ACKNOWLEDGMENT
•	ne. Susan M. Brooks, Natury Public,

On December 14, 2020, before me, Susan M. Brooks, Not ry Public,

(insect name and title of the officer) who proved to me on the basis of personally appeared Laura L. Severino, satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ her/their authorized capacity(ies), and that by his/her/their sign (ture(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN M. BROOKS Notary Public - California San Mateo County Commission # 2301903 My Comm. Expires Aug 18, 2023

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

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Exhibit A

Legal Description

Parcel 1:

Unit Number 1202 in 9 West Walton Street Condominium, as delineated on a Plat of Survey of the following described Tract of Land:

Lot 6 in Walton on the Park Subdivision, recorded September 10, 2008 as Document Number 0825418053, in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, excepting therefrom the following 3 described Parcels:

1: Retail Parcel 1

That part of Lot 6 in Walton on the Park Subdivision, recorded September 10, 2008 as Document Number 0825418053, in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, lying below a Horizontal Plane having an Elevation of +26.55 Feet above Chicago City Datum and lying above a Horizontal Firm having an Elevation of +13.36 Feet above Chicago City Datum and lying within its Horizontal Foundary protected vertically and described as follows: Beginning at the Northeast Corner of said Lot 6, being also the Intersection of the South Line of West Walton Street with the West Line of North State Street; Thence South 00°15'03" West along the East Line of said Lot 6 a Distance of 98.16 Fect; Thence North 90°00'00" West along a Line Parallel with the South Lines of said Lot 6 a Distance of 14.64 Feet; Thence South 00°15'03" West0.96 Feet; Thence North 90°00'00" West 29.14 Feet: Thence North 00°15'03" East 16.06 Feet; Thence North 90°00'00" West 26.16 Feet; Thence North 00°15'03" East 11.09 Feet; Thence South 90°00'00" East 7.14 Feet; Thence North 00°15'03" East 7.15 Feet; Thence South 90°00;00" East 5.99 Feet; Thence North 00°15'03" East 13.87 Feet; Thence North 90°00'00" West 12.43 Feet; Thence North 00°15'03" East 33.45 Feet; Thence North 90°00'00" West 6.79 Feet; Thence North 00°15'03" East 17.65 Feet to a point of on the North Line of said bot 6; Thence South 89°53'10" East along the North Line of Lot 6 aforesaid 76.03 Feet to the Point of Beginning, in Cook County, Illinois.

2: Retail Parcel 2

That part of Lot 6 in Walton on the Park Subdivision, recorded September 10, 2008 as Document Number 0825418053, in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, lying below a Horizontal Plane having an Elevation of +26.55 Feet above Chicago City Datum and lying above a Horizontal Plane having an Elevation of +13.36 Feet above Chicago City Datum and lying within its Horizontal Boundary protected vertically and described as follows: Commencing at the Southwest Corner of said Lot 6; Thence South 90°00'00" East along a South Line of said Lot 6, a Distance of 24.94 Feet to the Point of Beginning; Thence North 00°00'00" East along a Line Perpendicular to the South Lines of Lot 6 aforesaid 17.02 Feet; Thence Sough 90°00'00" East 6.60 Feet; Thence South 00°00'00" West 2.76 Feet; Thence South 90°00'00" East

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3.16 Feet; Thence South 00°00'00" East 14.26 Feet to a Point on a South Line of Said Lot 6; Thence North 90°00'00" West along a South Line of said Lot 6 a Distance of 9.75 Feet to the Point of Beginning, in Cook County, Illinois.

3: Retain Parcel 3

That part of Lot 6 in Walton on the Park Subdivision, recorded September 10, 2008 as Document Number 0825418053, in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, lying below a Horizontal Plane having an Elevation of +26.55 Feet above Chicago City Datum and lying above a Horizontal Plane having an Elevation of +13.36 Feet above Chicago City Datum and Ving within its Horizontal Boundary protected vertically and described as follows: Beginning at the Northeast Corner of said Lot 6, being also the Intersection of the South Line of West Walton Street with the West Line of North State Street; Thence South 00°15'03" West along the East Line of said Lot 6 a Distance of 98.16 Feet; Thence North 90°00'00" West along a Line Parallel with the South Lines of said Lot 6 a Distance of 107.72 Feet to the Southeast Corner, thereof; Thence North 90°00'00" West along a South Line of said Lot 6 a Distance of 49.07 Feet to a Point on a West Line of Lot 6 aforesaid; Thence North 00°00'00" East along said West Line 19.63 Feet to a Point on a South Line of said Lot 6; Thence North 90°00'00" West along South Line of Lot 6 aforesaid 21.72 Feet Thence North 00°15'03" East Parallel with the East Line of said Lot 6 a Distance of 5.14 Feet; Thence South 90°00'00" East 0.89 Feet; Thence North 00°15'03" East 38.89 Feet; Thence North 96°00'00" West 6.55 Feet; Thence North 00°15'03" East 44.21 Feet to a Point on the North Line of said Lot 6 aforesaid; Thence South 89°53'11" East along the North Line of said Lot 6 a Distance of 76.54 Feet to the Point of Beginning, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit "D" to the Declaration of Condominium recorded November 20, 2017 as Document Number1732429058, as Amended from time to time; together 10/4/5 with its undivided percentage interest in the common elements.

Parcel 2:

The exclusive right to the use of Storage Space 50, as a limited common element, as delineated on the Survey attached to the Declaration of Condominium recorded November 20, 2017 as Document Number 1732429058.

Parcel 3:

Limited common element Valet Parking Rights Numbers 145 and 146 for Passenger Vehicle(s) in Valet Parking Area, as a limited common element, as set forth in the Declaration of Condominium recorded November 20 2017 as Document 1732429058, which Valet Parking Right is appurtenant to the Condominium Unit described in Parcel 1.

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Parcel 4:

Non-exclusive Easement for permanent encroachment of subsurface facilities as set forth in the certain Grant of Easements, Temporary Construction Easements, and Easements for Permanent Encroachments recorded March 9, 2009 as Document 0907822026.

Parcel 5:

Non-exclusive Easements for Access, Encroachments and shared Facilities as set forth in that certain Declaration of Easements for Access, Construction, Encroachments and shared Facilities recorded May 11, 2010 as Document 1013118085 and First Amendment recorded April 30, 2015 as Document 1013041141 and Second Amendment recorded November 20, 2017 as Document 1732429055.

Parcel 6:

Non-exclusive Easements for Access for Refuse Removal as set forth in that certain Grant of Easement recorded November 20, 1017 as Document1732429056.

Parcel 7:

Non-exclusive Easements for Structural Memoers. Footings, Caissons, Foundations, Demising Walls, Common Walls, Floors and Ceilings, Columns and Beams and other Supporting Elements, Encroachments, Maintenance, Restoration, Reconstruction, Access to Commercial Property or Building Systems, Rooms or Facilities, Security Cameras, Figress and Egress through Common Corridors and Stairwells as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement Agreement dated November 20, 2017 and recorded November 20, 2017 as Document 1732429057.

Grantor also hereby grants to the Grantee, its Successors and Assigns, as Rights and Easements appurtenant to the above-described real estate, the Rights and Easements for the penefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to Itself, its Successors and Assigns, the Rights and Easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all Rights, Easements, Covenants, Conditions, Restrictions and Reservations contained in said Declaration the same as though the provision of said Declaration were recited and stipulated at length herein.

PIN: <u>17-04-435-038-1025</u>

Commonly Known As: 9 West Walton Street, Unit 1202, Chicago, Illinois 60610.