UNOFFICIAL CC



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

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, 2122 AGATITE, LLC, an Illinois limited liability company, of the County of Cook and State of Illinois for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and WARRANT unto CHICAGO TITLE LAND TRUST COMPAIN a Corporation of Illinois whose address is 10 S. LaSalle St., Suite 2750, Chicago, IL 60PG3 as Trustee under the provisions of a certain Trus' Agreement dated June 1, 2021 and known to Trust Number 8002386141, the following reachibed real estate situated in Cook County, dirlois to wit:

Doc#. 2125907668 Fee: \$98.00

Date: 09/16/2021 01:57 PM Pg: 1 of 3

Dec ID 20210601661390

ST/CO Stamp 1-184-510-736 ST Tax \$1,900.00 CO Tax \$950.00

City Stamp 0-983-184-144 City Tax: \$19,950.00

(Reserved for Recorders Use Only)

LOT 20 IN POTWIN AND MORGAN'S SUBDIVISION OF BLOCK 10 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS

Subject to: (1) general real estate taxes for 2020 and subsequent years, not yet due and payable; (2) state of facts of the survey of the Real Estate surveyed by MM Surveying Cc., Inc. dated May 19, 2021 and known as Order No. 101825: (3) covenants, conditions and restrictions of record; (4) public and utility easements, if any; (5) applicable zoning and building laws and ordinances; and (6) easements, roads and highways, if any.

Commonly Known as: 2122 West Agatite Avenue, Chicago, Illinoic 63625

Property Index Number: 14-18-131-020-0000

together with the tenements and appurtenances thereunto belonging.

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

THE TERMS AND CONDITIONS APPEARING ON EXHIBIT A 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 otherwise.

[Execution of following page]

Prepared By: Erika L. Kruse, Law Office of Erika I. Kruse, 28755 W. Harvest Glen Cir., Cary, IL 60013

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

CHICAGO, IL 60603

SEND TAX BILLS TO:

MATTHEW M. LOPRESTI 2122 W. AGATITE AVENUE CHICAGO, IL 60625

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this 14th day of June, 2021.

2122 AGATITE, LLC, an Illinois limited ligibility company

By: Marc A. Bushala, its Manager

STATE OF ILLINOIS )

LAKE ) SS COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marc A. Bushala, Manager of 2122 Agefite, LLC, an Illinois limited liability company, 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 acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this

\_ day of June, 2021.

NOTARY PUBLIC

OFFICIAL SEAL ERIKA LYN KRUSE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES DEC. 21, 2023

REAL ESTATE	TOANSFER!	AX 21-Jul-2021	
REAL ESTATE		COUNTY:	950.00
	SE	ILLINOIS:	1,900.00
	(WF)	TOTAL:	2,850.00
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REAL ESTATE TRANSF	ER TAX	1,4,750.00
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	CTA:	19,550 70 *
	TOTAL:	
14-18-131-020-0000	L 00040601861390	0-983-184-144
14-18-131-020-0000 * Total does not include	ZOZ (DOG 100 mana)	ity or interest due.
* Total does not include	any applicable porte	
\$ SPANET MILE TO SEE		

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# **UNOFFICIAL COPY**

## EXHIBIT A TO DEED IN TRUST - WARRANTY 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 cours 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 par thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any riot it title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real existe 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 by, cor veyed, 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 tarms 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 aforosaid county) refund upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereor ine trust created by this indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or off er 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 thereunder, (c) that said frustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust died, 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 there, 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 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.