

UNOFFICIAL COPY

536
SPECIAL WARRANTY DEED
Individual to Individual

96711322

GRANTORS,

MT Family Limited Partnership, an Arizona Limited Partnership, as to an undivided one-half (50%) interest,

and

Margot A. Sheesley, a never married woman, as to an undivided one-half (50%) interest,

each of them c/o David R. Abell, 560 Green Bay Road, Suite 407, Winnetka IL 60093,

DEPT-01 RECORDING \$31.00
T00014 TRAN 8536 09/18/96 08:41:00
#7770 # JW *-96-711322
COOK COUNTY RECORDER

(The above space for Recorder's Use Only)

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY to the GRANTEE, Amalgamated Bank of Chicago, of Chicago Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 26th day of August 1996 known as Trust Number 5716, following described real estate, to wit:

Lot 12 in Sheesley Subdivision being a Resubdivision of Lot 4 in Ruben and Orb's Subdivision of part of Fractional Section 8, Township 42 North, Range 13 East of the Third Principal Meridian, in the Village of Glenoec, Cook County, Illinois.

Permanent Index No. 05-08-303-031-0000

Commonly known as: 303 Shoreline Court, Glenoec IL 60022

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

SUBJECT TO: General Taxes not yet due and payable for 1996 and subsequent years; building lines and easements of record, and zoning and building laws and ordinances which do not adversely affect use of the property for residential purposes; acts done or suffered by or through the Grantor; and the exceptions on Exhibit A attached hereto.

96711322

To have and to hold the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth and as provided in Exhibit B hereto.

And the Grantors, for themselves, and their successors, do covenant, promise and agree, to and with the Grantee, its heirs, successors and assigns, that they have not done or suffered to be done during the period they held title to the said premises anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under them, they WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, said Grantors hereunto set their hands and seals the 27th day of August 1996.

MT FAMILY LIMITED PARTNERSHIP,
an Arizona Limited Partnership

By: Jay M. Sheesley
Jay M. Sheesley
Its: General Partner

Margot A. Sheesley
Margot A. Sheesley

UNOFFICIAL COPY

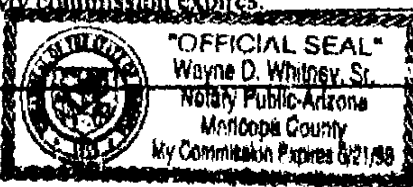
STATE OF **ARIZONA**
COUNTY OF **MARICOPA COUNTY** SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAY M. SHEESLEY, as General Partner of MT FAMILY LIMITED PARTNERSHIP, an Arizona partnership, 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 the said instruments as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notary seal, this 29 day of Aug 1996

Wayne D. Whitely
Notary public

My commission expires: June 21, 1998



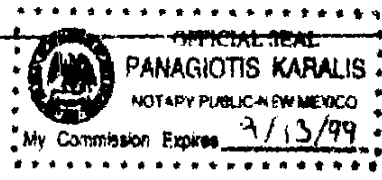
STATE OF New Mexico
COUNTY OF Santa Fe SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MARGOT A. SHEESLEY, a never married woman, 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 she signed, sealed and delivered the said instruments as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notary seal, this 28th day of August 1996

[Signature]
Notary public

My commission expires: 9/13/99



~~STATE OF ILLINOIS
COUNTY OF COOK
NOTARY PUBLIC
My Commission Expires 01/01/98~~

~~STATE OF ILLINOIS
COUNTY OF COOK
NOTARY PUBLIC
My Commission Expires 01/01/98~~

(..... Transfer Stamps Here)

This Document was prepared by: DAVID R. ABELL, ROOKS, PITTS AND POUST, 560 Green Bay Rd., Winnetka IL 60093

Return Recorded Document to:
Mary Beth Roselle
Katten, Muchin & Zavis
525 W. Monroe Street, Suite 1500
Chicago IL 60661-3693



Send Subsequent Tax Bills to:
Berie Blitstein
933 Skokie Ridge Drive
Glencoe IL 60022

95711322

UNOFFICIAL COPY

Exhibit A
Deed to Amalgamated Bank of Chicago
Title Exceptions

1. Notation on the Plat of Subdivision:

Utility Easement Provisions:

An easement is hereby reserved and granted over and under the platted areas hereon noted as "Drainage and Public Utility Easement" or "Tree Preservation, Drainage and Public Utility Easement" and the property designated in the plat for streets to the Village of Glencoe and, subject to the reasonable review and approval of the Village of Glencoe, to Ameritech, Commonwealth Edison Company, North Shore Gas Company, Post-Newsweek Cable Co., to the above specified easements, together with their respective successors and assigns, to install, lay construct, renew, operate, repair, replace, remove, abandon in place, and maintain, conduits, cables, wires, street lighting, sewers, pipes, surface and subsurface drainage, and water mains, underground, with all necessary manholes, water valves and other equipment for the purpose of serving the said real estate with telephone, communications, electricity, street lighting, sewer, gas, water service, drainage, and other municipal services, also there is hereby granted the right to enter upon the said real estate at all times to install, lay, construct, renew, operate, repair, replace, remove, abandon in place, and maintain within the said real estate said conduits, cables, wires, manholes, water valves, pipes, surface and subsurface drainage, and other equipment, as well as the right to cut, trim, or remove trees, bushes, and roots within said easement areas as may be reasonably required incidental to the rights herein granted; the right of ingress and egress is hereby granted over, upon and through the said real estate of emergency vehicles of any and all types, for any purpose whatever, no permanent building shall hereafter be placed on the said easement, as determined, but the same may be used for gardens, shrubs, landscaping and such other purposes that then and later do not unreasonably interfere with the uses or the rights herein granted.

2. Easement over and upon 10 feet of the land for public utilities and drainage as shown on the plat of subdivision.

3. Easement over and upon 10 feet of the land for tree preservation, drainage and public utility easement as shown on the plat of subdivision.

4. Declaration of Additional Easements for Sheesley Subdivision dated December 28, 1995 and recorded February 2, 1996 as Document number 96090220 granting Commonwealth Edison Company and Ameritech additional easements.

5. Declaration of Access and Beach Easements for Sheesley Subdivision dated 9 May 1996 and recorded 10 May 1996 as Document number 96358919 granting easements to Harbor Shore Homeowners Association, which has lien rights thereunder for assessments.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

6. Covenants, conditions and restrictions contained in Declaration of Covenants, Conditions and Restrictions for Sheesley Subdivision dated 9 March 1995 and recorded May 9, 1995 as Document 95303702 relating to the preservation of trees on the land
7. Covenants, conditions and restrictions contained in Declaration of Architectural Covenants for Sheesley Subdivision dated 20 March 1996 and recorded 1 April 1996 as Document number 96246068 relating to approval of architectural and landscaping plans.
8. Rights, if any, of the United State of America, the State of Illinois and the municipality in and to so much, if any, of the land as may have been formed by means other than natural accretion and to so much, if any, as may be covered by the waters of Lake Michigan (applies to Lots 10, 11 and 12 only).
9. Rights of the adjacent property owners in and to the free and unobstructed flow of the water of Lake Michigan, a part of which is located adjacent to or within the insured premises (applies to Lots 10, 11 and 12 only).
10. Notation on Plat of Subdivision:

Direct access to and from Harbor Street from Lots 1, 6, 7 and 12 is prohibited.

F:\HOME\PARSLA\WINBACK\LOT12\EXP\EXA

96711322

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B DEED TO AMALGAMATED BANK OF CHICAGO

TO HAVE AND TO HOLD the said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and for the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof, (b) To sell on any terms, grant options to purchase, contract to sell to convey with or without consideration to convey to a successor or successors in trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, street, highways or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. An party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given nor shall be required to see that the terms of the trust have been complied with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

All of the covenants, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives, and assigns.

The **GRANTORS** hereby waive and release any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

96711002

UNOFFICIAL COPY

Property of Cook County Clerk's Office