

UNOFFICIAL COPY

DEED IN TRUST - WARRANTY

97374956

THIS INSTRUMENT, WITNESSETH THAT THE GRANTOR, Towne Square, L.L.C., a limited liability company** of the County of Cook

DEPT-01 RECORDING 027.50
T80014 TRAN 2500 05/28/97 09106100
45972 + JU # -97-374956
COOK COUNTY RECORDER

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 acknowledged, convey and WARRANT unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association whose address is

13 N. LaSalle St., Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 7th day of Feb., 1986, and known as Trust Number 52069T the following described real estate or interests in Cook County, Illinois, to wit:

**created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 5000 Dakton Street, Unit 1-203, Skokie, IL 60077

Property Index Number 10-21-414-018, 019, 020, 023, 043, 044, 047, and 048; 051; 052 012; 036; 037; 038

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

THE TERMS AND CONDITIONS APPEARING ON THE ATTACHED PAGE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor hereby expressly waive and release 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.

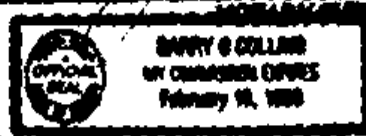
IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal, on a day and year first above written.

Towne Square, L.L.C.

By: R. Franczak & Associates, Inc. President (SEAL)

STATE OF ILLINOIS) I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Ray
COUNTY OF COOK) Franczak, President of R. Franczak & Assoc., Inc. personally appeared to me
to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered of said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

**a Manager in Towne Square, L.L.C. and



Prepared By: Barry G. Collins

733 Lee St., Suite 210, Des Plaines, IL 60016

American National Bank and Trust Company of Chicago

MAIL TO:



1987/18/11
LAW OFFICE OF MARGARET A. SASS

278
M

97374956

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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 redivide 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 lease 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 lease the term of 99 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 loans 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 real estate, or any part thereof, for other real or personal property, to grant encumbrances or charges of any kind, to release, convey or assign any right title or interest in or about or incident appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all such 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 (any) 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, competency 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 Registrar of Titles of said 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 instrument 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 instrument and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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 his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, 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 he 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 thereof, 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 authorized 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 its trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof.) All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing of a 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 American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

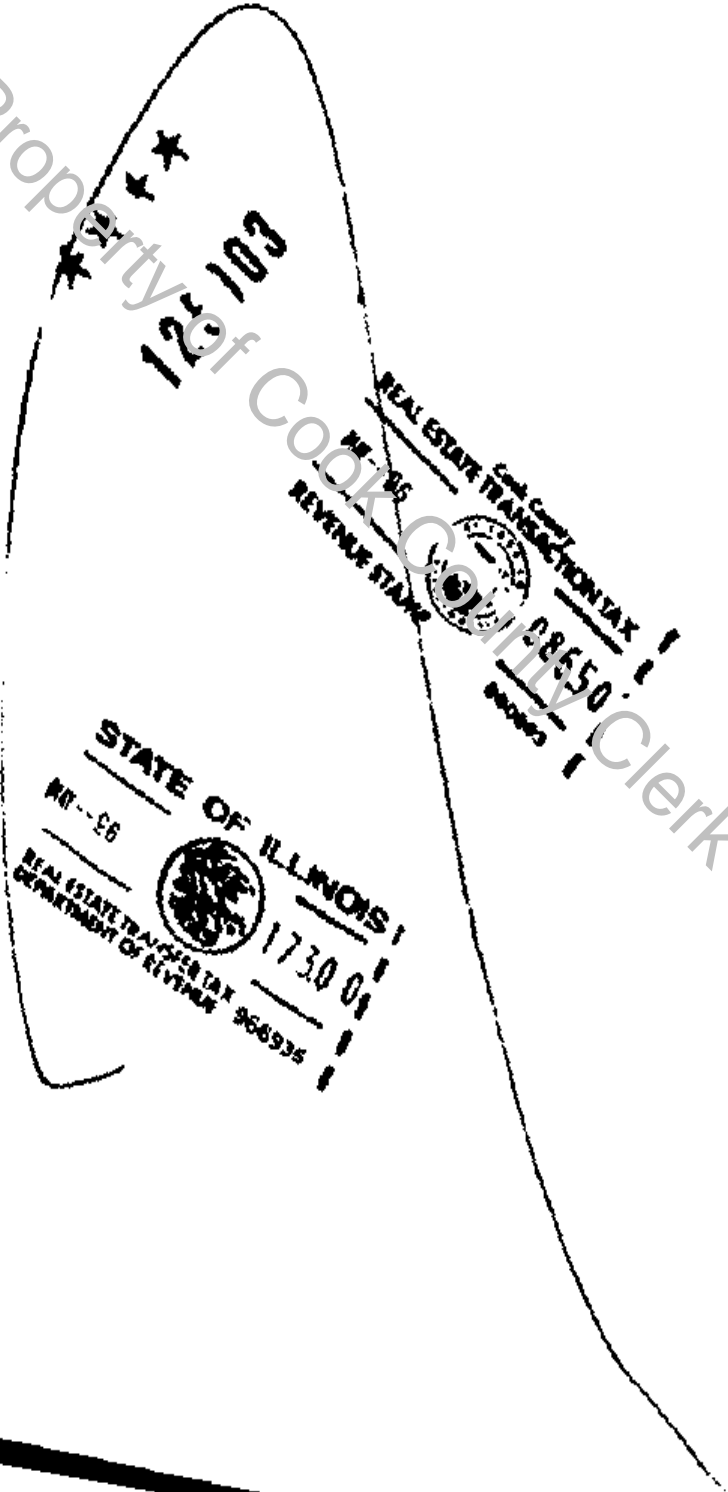
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in each case made and provided.

97374956

UNOFFICIAL COPY

Property of Cook County Clerk's Office

002564



12-103

REAL ESTATE TRANSACTION TAX
NO. 95
REVENUE TAX
08550

STATE OF ILLINOIS
NO. 96
REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE
1730 04
56896

UNOFFICIAL COPY

Legal Description:

Unit 1-203 in Towne Square of Skokie Condominium, as delineated on a survey of the following described real estate:

Unit 1-203 together with its undivided percentage interest in the common elements in Towne Square of Skokie Condominium as delineated and defined in the Declaration of Ownership recorded in the Office of the Recorder of Deeds in Cook County, Illinois on May 9, 1997 as Document Number 97330041, in the South 105 acres of the Southeast Quarter of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The exclusive right of use of limited common elements known as Parking Space Nurser 6-A and Storage Space 6-A.

Commonly known as: 5000 Oakton Street, Unit 1-203, Skokie, Illinois 60077

Permanent Index Number: 10-217414-018, 019, 020, 023, 043, 044, 047 and 048
C12, C36, C37, C38, C51, C52

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 benefit 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 provisions of said Declaration were recited and stipulated at length herein; real estate taxes not yet due and payable; the Illinois Condominium Property Act; building lines of record; acts done or suffered by Grantee; special taxes or assessments for improvements not yet completed and drainage district or other assessments or installments thereof not due as of the date hereof.

VILLAGE of SKOKIE, ILLINOIS

**Economic Development Tax
Skokie Code Chapter 10
Amount \$519 PAID: Skokie
Office**

3/10/97

97330041956

UNOFFICIAL COPY

Property of Cook County Clerk's Office