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Cook County Recorder 29:60

PREPARED BY AND RETURN TO:

Kirk A. Hoopingarner RUDNICK & WOLFE 203 North LaSalle, Ste. 1800 Chicago, Illinois 60601

#### WARRANTY DEED IN TRUST

THIS INDENTURE, made and entered into as of the date set forth below by ARTHUR D. KNAPP and HAKRIET KNAPP, his wife, as Joint Tenants, whose address is 440 N. Wabash, Chicago, Illinois 60611 ("Grantor") to HARRIET KNAPP, or her successors in trust, not individually but as trusted under the provisions of a declaration of trust known as the Harriet Knapp Revocable Trust dated October 26, 1982 ("the Harriet Knapp Revocable Trust").

#### WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, sell and convey unto the Harriet Knapp Revocable Trust of that certain land lying and being in the County of Cook, State of Illinois, as more particularly described as follows, together with all improvements located on such land (the "Property"):

Unit #S 4-"A" and P-52 in 2144 Lincoln Park West Condominium as delineated on a survey of the following described real estate.

Lots 1 and 2 and the vacated alley North of and adjoining said Lot 1 in County Clerk's Division of Lots 47 to 50 inclusive and vacate alley West of and adjoining the same in Robinson's Subdivision of Block 19 and Canal Trustees Subdivision of Part of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 25863673 together with its undivided percentage interest in the common elements, in Cook County, Illinois

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BOX 416 DRC

# UNOFFICIAL COPY

Commonly known as: 2144 Lincoln Park West, Unit #S 4A & P-52, Chicago, Illinois

Permanent Index Number: 14-33-206-052-1001 and 14-33-206-052-1143

This conveyance is made and accepted subject to all zoning and other regulatory laws and ordinances and all restrictions, reservations, easements and matters of record (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent treets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns in fee simple forever.

Full power and authority is hereby granted to the Grantee, as Trustee, to improve, manage, protect, subdivide and resubdivide the Property, and to vacate any subdivision or part thereof; to dedicate the Property for parks, streets, highways, alleys or other public use; to contract to sell, to grant options to purchase, and to sell on any terms; to convey to any grantee, either with or without consideration; to convey the Property to a successor or successors in trust and to grant to such successor or successors in trust all the title, estate, powers and authorities vested in the Trustees, donate, deduct, mortgage, pledge or otherwise encumber the Property; to lease the Property from time to tree in possession or reversion, by leases to commence in the present or at a future date upon any terms and for any lawful period or periods of time; to renew or extend leases upon any terms, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases; to grant options to lease, 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 the Property; to exchange the Property for other property, either real or personal; to grant easements or charges of any kind over or upon the Property; to release, convey or assign any right, title or interest in or about or easement appurtence; to the Property; and to deal with the Property in all other ways and for such other considerations as it would be lawful from any person owning the same to deal with it, whether similar to or different from the ways above specified at any time or times hereafter.

In no event shall any party dealing with the Trustee in relation to the Property, or to whom the Property shall be conveyed, contracted to be sold, leases or mortgaged by the Trustees be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the trust agreement establishing such trusts ("the Trust Agreements") have been complied with, or 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 Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such instrument, that at the time of the delivery thereof the trust created by said Trust Agreement was in full force and effect, that

## UNOFFICIAL COPH63527 Page 3 of 5

such instrument was executed in accordance with the trusts, conditions and limitations contained in said Trust Agreement and is binding upon all beneficiaries thereunder, that said Trustees were fully authorized and empowered to execute and deliver every such instrument, and 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.

The interest of each and every beneficiary 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 other disposition of the Property; such interest is hereby declared to be personal property, and no beneficiary under said Trust Agreement shall have any title or interest, legal or equitable, in or to the Property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the Grantor does warrant the title to said land subject to the Permitted Exceptions and will defend the same against the lawful claims of all persons whomsoever.

By acceptance of this Warranty Deed, Grantee assumes payment of all real and personal property taxes and assessmen's on the Property for the year 1997 and subsequent years.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed in Trust as of the 29 day of

WITNESSES:

Printed Name:

Printed Name:

Printed Name: HARPIET KI

THIS TRANSACTION IS EXEMPT UNDER ILLINOIS REVISED STATUTES, CHAPTER 120, PARAGRAPH 1004, SECTION 4 (E). Diane R Chartison Q 42/98

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## UNOFFICIAL COPSY63527 Page 4 of 5

STATE OF ILLINOIS COUNTY OF COOK

The foregoing instrument was acknowledged before me this 29 day of MAL by Arthur D. Knapp and Harriet Knapp, husband and wife. They are personally known to me.

> "OFFICIAL SEAL" Kirk A. Hoopingamer Notary Public, State of Illians My Commission Exp. Phylog. 28

(NOTARIAL SEAL)

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ODERATION OF COOK COUNTY CLERK'S OFFICE NOTARY PUBLIC

My Commission Expires: oilis/2002

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### STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his 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.

Signature: Grantor or Agent OFFICIAL SEAL EILEEN M. BOYLE NOTAMI PUBLIC, STATE OF ILLINOIS Subscribed and sworn to before My Commission Expires June 23, 2001 me by the said this 211d day of Notary Public The grantee or his agent affirms and verifies that 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 and hold title to real estate under the laws of the State of Illinois.

Signature

Grantee or Agent

Subscribed and sworn to before

me by the said this day of

Notary Public

"OFFICIAL SEAL EILEEN M. BOYLE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires June 23, 2001

NOTE:

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

(Attach to deed or ABI to be recorded in Cook County, Illinois, is exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)