

sz12489

**SPECIAL
WARRANTY DEED
IN TRUST**

THIS INDENTURE, made this 21st day of July, 1998, between Lincoln Ridge Carriage Homes, L.L.C., an Illinois limited liability company ("Grantor") and Lido Acciari as Trustee under the Lido Acciari Declaration of Trust dated April 21, 1993 ("Trustee"), having an address of 5457 North Artesian, Chicago, Illinois 60625, WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Trustee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Trustee, and unto all and every successor and successors in trust under said trust agreement, an undivided one-half (1/2) interest in the following described land, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Commonly known as: 7434 C Lincoln Avenue, Skokie, Illinois 60076

Permanent Index Nos.: 10-27-307-004; 10-27-307-21; 10-27-307-026

**THIS INSTRUMENT WAS
PREPARED BY:**

Michael S. Kurtzon
Miller, Shakman, Hamilton
Kurtzon & Schlifke
208 South LaSalle Street
Suite 1100
Chicago, Illinois 60604

AFTER RECORDING RETURN TO:

Robert J. DiSilvestro
3800 N. Austin
Chicago, IL 60634

Send subsequent Tax Bills to:

7434 C Lincoln Ave.
Skokie, IL 60076

TIME 2 02 3 N9801221
TJ/MC

1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rent, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

And the Grantor, for itself, and its successors, does covenant, promise and agree to and with the Trustee, and all and every successor or successors in trust under said trust agreement, that it has not done or suffered to be done, 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 it, it WILL WARRANT AND FOREVER DEFEND, subject to the items listed in Paragraph 8 of the Purchase Agreement between the Guarantor and the Trustee.

Full power and authority are hereby granted to said Trustee to improve, manage and protect and subdivide said premises or any part thereof: to dedicate parks, street, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide 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 premises 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 property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, 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 for an 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 assign any right, title or interest in or about or easement appurtenant to said premises 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 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

98862567

this Indenture 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 Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said 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, 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 or its, his or their predecessor 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 lands 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 such case made and provided.

IN WITNESS WHEREOF, said Grantor has executed this Special Warranty Deed in Trust as of this 24th day of July 1998.

VILLAGE OF SKOKIE, ILLINOIS
Economic Development Tax
Skokie Code Chapter 10
Paid: \$843.00
Skokie Office 07/23/98

LINCOLN RIDGE CARRIAGE HOMES, L.L.C, an
Illinois limited liability company

By: Lincoln Ridge Holdings Company, LLC, an
Illinois limited liability company, its manager

By: Robin Construction Company, an
Illinois corporation, its manager

By: *[Signature]*
Its: Vice-President

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

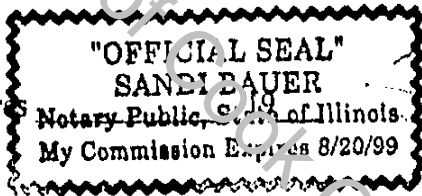
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

98662567

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Eric Law, VP. of Robin Construction Corporation, an Illinois corporation, manager of Lincoln Ridge Holdings Company, LLC, an Illinois limited liability company, manager of Lincoln Ridge Carriage Homes, L.L.C., 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 the said instrument as his free and voluntary act and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day of July, 1998.

Commission expires



Sanei Bauer
Notary Public

County Clerk's Office

UNOFFICIAL COPY

vacant

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

98662567

Property of Cook County Clerk's Office

UNOFFICIAL COPY

11/17/2010

Property of Cook County Clerk's Office

UNOFFICIAL COPY

88662567

PARCEL 1:

PART OF LOT 17 IN LINCOLN RIDGE, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SKOKIE, ACCORDING TO THE PLAT THEREOF RECORDED 7/2/98 AS DOCUMENT 9857243 IN COOK COUNTY, ILLINOIS, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 17, AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 17, A DISTANCE OF 11.43 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 20.05 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 5.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 22.15 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 4.80 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 15.30 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 13.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 7.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 12.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 7.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 14.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 38.24 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 7.13 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.76 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.27 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.62 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 8.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.62 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.85; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 11.95 FEET TO THE POINT OF BEGINNING, ALL LYING ABOVE ELEVATION 620.99, TOGETHER WITH THAT PART OF LOT 17 AFOREMENTIONED, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 17, A DISTANCE OF 34.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.76 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 21.76 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 7.13 FEET TO THE POINT OF BEGINNING, ALL LYING ABOVE ELEVATION 611.24, ALSO TOGETHER WITH THAT PART OF LOT 17, AFOREMENTIONED, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 17, A DISTANCE OF 23.61 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 21.76 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 10.89 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 21.76 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 10.89 FEET TO THE POINT OF BEGINNING, ALL LYING BETWEEN ELEVATION 610.70 AND ELEVATION 620.99, AND ALSO TOGETHER WITH THAT PART OF LOT 17, AFOREMENTIONED, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 17, A DISTANCE OF 23.61 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 22.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 4.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 18.02 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 4.29 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 18.02 FEET TO THE POINT OF BEGINNING, ALL LYING BETWEEN ELEVATION 611.40 AND ELEVATION 620.99, AND ALL OF THE ABOVE BEING COLLECTIVELY KNOWN AS 7434-3 NORTH LINCOLN AVENUE, SKOKIE, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

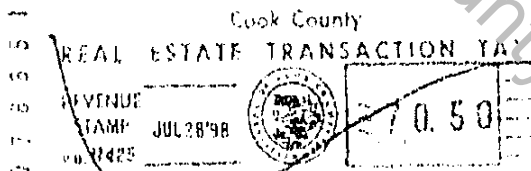
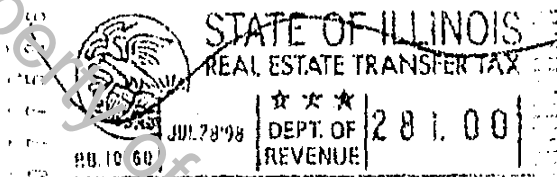
98662567

Commitment - Schedule A - Continued

FOR LINCOLN RIDGE CARRIAGE HOME ASSOCIATION RECORDED 7/15/98 AS DOCUMENT NUMBER 99813434

PARCEL 3:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS AND BY-LAWS FOR LINCOLN RIDGE HOMEOWNERS ASSOCIATION RECORDED 7/15/98 AS DOCUMENT NUMBER 99813435.



UNOFFICIAL COPY

Property of Cook County Clerk's Office