

ADMINISTRATOR'S DEED



THIS DEED, made this 16th day of February, 1999 between David Lum, Supervised Administrator With Will Annexed of the Estate of Yua Kee Lum, Deceased (hereinafter referred to as "Grantor") and TCF National Bank Illinois as Trustee under Trust Agreement dated December 29, 1998 and known as Trust Number 1998-12-9, 6353 West 55th Street, Chicago, Illinois 60638 (hereinafter referred to as "Grantee")

WHEREAS, Grantor was duly appointed Administrator With Will Annexed of the Estate of Yua Kee Lum, by the Circuit Court of Cook County, Illinois, Probate Division, on the 26th day of August, 1997.

NOW, THEREFORE, this DEED witnesseth, that Grantor, pursuant to the approval by the Circuit Court of Cook County in case number 96 P 6020 and in consideration of the sum of Two Hundred Thousand and No/100 (\$200,000.00) Dollars to him in hand paid by Grantee, the receipt whereof is hereby acknowledged, does CONVEY AND QUIT CLAIM to the Grantee all of Grantor's interest in and to the following described real estate situated in the County of Cook, and State of Illinois:

PARCEL 1: LOT 9 AND THE NORTH 6 FEET OF LOT 10 IN BLOCK 8 IN COCHRAN'S THIRD ADDITION TO EDGEWATER, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: SOUTH 19 FEET OF LOT 10 AND THE NORTH 12-1/2 FEET OF LOT 11 IN BLOCK 8 IN COCHRAN'S THIRD ADDITION TO EDGEWATER IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Subject to: the general printed exceptions contained in the standard title policy to be issued by First American Title Insurance Company; building and zoning laws and ordinances; covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any; party wall rights and agreements, if any; existing leases and tenancies; special taxes or assessments for improvements not yet completed; installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; general taxes for the year 1998 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1998; liens or encumbrances securing debts owed by the Estate of Yua Kee Lum, Deceased which will be paid at closing; matters shown on the survey; and acts done or suffered by or judgments against Grantee or anyone claiming by, through or under Grantee or mortgage or liens granted or made by Grantee.

4

Ref: 140098/1

1st AMERICAN TITLE order # C137793 184 JB

Permanent Real Estate Index Numbers: 14-08-113-021 (Parcel 1); 14-08-113-022 (Parcel 2)

Property address: 5438 North Broadway, Chicago, Illinois and 5434 North Broadway, Chicago, Illinois

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

Full power and authority are hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and 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 the present or in the 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 thereafter; 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 real estate, 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 real estate or any part thereof, and to deal with said real estate 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 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 purchase money, rent or money borrowed or advanced on the trust property, or be obliged to see that the terms 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 trust property 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 this Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 its, his or their predecessor in trust.

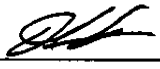
This conveyance is made upon the express understanding and condition that the Grantee, neither individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about said real estate or under the provisions of this Deed or said Trust Agreement or the amendment thereto, 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 discharged 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 earning, avails and proceeds arising from the sale or any other disposition of the trust property, 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 trust property as such, but only an interest in the earning, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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.

And 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 the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set his hand and seal this 16th day of February, 1999.



David Lum, Supervised Administrator With Will
Annexed of the Estate of Yua Kee Lum, Deceased

(Seal)


UNOFFICIAL COPY

99160327

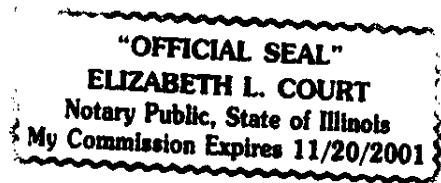
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Lum, Supervised Administrator With Will Annexed of the Estate of Yua Kee Lum, Deceased, 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, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 16th day of February, 1999.



NOTARY PUBLIC
My commission expires 11-20-01



This instrument was prepared by: Barry A. Feinberg, Esq.
Chuhak & Tecson, P.C.
225 West Washington Street, Suite 1300
Chicago, Illinois 60602

After recording return to: Send subsequent tax bills to:

Andrew A. Golko, Esq. TCF National Bank Illinois, as Trustee under Trust
5790 North Lincoln Avenue Agreement dated December 29, 1998 and known as
Chicago, Illinois 60659 Trust Number 1998-12-9
6353 West 55th Street
Chicago, Illinois 60638

Send

