1201000

# **10**FFICIAL COPY

DEED. IN TRUST

Mail Document to: Louis V. Pavone Loss, Pavone & Orel 2311 W. 22nd St. #315 Oak Brook IL 60523

Mail Tax Bill to: Anthony F. Cerone 843 Adams St. Unit 206 Chicago IL 60607

99367615

4436/0171 66 001 Page 1 of - 5 1999-04-16 13:14:48 Cook County Recorder

29.00



The above space for recorder's use only

THIS INDENTURE, WITNESSETH, THAT the Grantor, OLYMPIA LOFTS, L.L.C. an Illinois Smited Liability Company

for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and Warrant(s) unto OAK BROOK BANK, 1400 16 The Street, Oak Brook, Illinois, 60523, (Grantee's Address), a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 25nd day of February, 1999 and known as Trust Number 3066, real estate in the County of Cook and State of Illinois, to wit:

See attached legal description

Commonly known as: Unit 206 843 W Adams -Street, Chicago, IL 60607

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 is hereby granted to said Trustee to incrove, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or any 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 terins, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and 10 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 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 and for any period of 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 real

BOX 333

I.R-

あまいい でいっと

# **UNOFFICIAL COPY**

99367615



estate, or any part thereof, the other reason are personal property, to grant ason ents 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, including the power to release, convey or assign to another trustee conferring upon said trustee all of the power and authority herein conferred upon OAK BROOK BANK, 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 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 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, 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 real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said country) relying upon or claiming under any such conveyance lease or other instrument, (a) that a the time of the delivery thereof the trust created by 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 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 o 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 neither OAK BROOK BANK individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement, or decree for anything it or they or its 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 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 discharge 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 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 as interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said OAK BROOK BANK 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

# **UNOFFICIAL COPY**

99367615

"in trust;" or "upon condition," or "with limitations," or words of similar import, in acceptante 7615 with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor(s) hereby expressly waive(s) and release(s) 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 homesites from sale or execution or otherwise.

IN WITNESS WHEREOF, said party of the first part has caused the seal of its authorized signatory to be hereto affixed, and has caused its name to be signed to these presents, the day and year first written above.

CLYMPIA LOFTS, L.L.C., an Illinois limited liability company

By: Artherized Signatory of the Managers of OLYMPIA LOFTS, L.L.C., an illinois limited liability company

By: (200) 00

Name: A! O'Donnell
Title: Authorized Signatory

STATE OF ILLINOIS ) SS

COUNTY OF COOK

I, Carol J. Taxman, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that All O'Dunnell , personally known to me to be the person designated as Authorized Signatory by the Managers of OLYMPIA LOFTS, L.L.C., an Illinois limited liability company and 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 as such Authorized Signatory, he signed and delivered the said instrument pursuant to authority, given by the Managers of OLYMPIA LOFTS, L.L.C., an Illinois limited liability company as their free and voluntary act, and the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of March, 1999

Commission expires: July 3, 2000

un 1

"OFFICIAL SEAL"

GAROL J. TAXMAN

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/3/2000

This instrument was prepared by: Carol J. Taxman, Ltd., 707 Skokie Boulevard, Suite 600, Northbrook, Illinois 60062

MAIL TO: Lou Pavone, 2311 W. 22<sup>nd</sup> Street, Ste. 315, Oak Brook, IL 60523 SEND SUBSEQUENT TAX BILLS TO: Unit 206, 843 W. Adams Street, Chicago, IL 60607

39367615

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### PARCEL 1:

UNIT 206 IN THE OLYMPIA LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2 AND 3 (EXCEPT THE WEST 9 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 12 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST ¼ OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 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 NUMBER - 08050503, TOGE THE WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P2-22 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER - 08050503.

Subject to: (a) general real estate taxes for the provious and current year not then due and for subsequent years, including taxes which may accrue by reason of new or additional improvements during the year of Closing; (b) special taxes or assessments for improvements not yet completed; (c) easements, covenants, restrictions, agreements, conditions and building lines of record and party wall rights; (d) the Illinois Condominium Property Act; (e) the Plat; (f) terms, provisions and conditions of the Condominium Documents, including all amendments and exhibits thereto; (g) applicable zoning and building laws and or dinances; (h) easements, if any; (i) unrecorded public utility easements, if any; (j) party of the second part's mortgage, if any; (k) plats of dedication and plats of subdivision and covenants thereon; (l) acts done or suffered by or juugments against party of the second part, or anyone claiming under party of the second part; (m) liens and other matters of title over which Chicago Title Insurance Company, is willing to insure without cost to party of the second part, and (n) encroachments, if any. The Tenant of the Unit had no right of First Refusal.

Party of the first part also hereby grants to the party of the second part, his/her/their 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 the party of the first parties 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.

COMMON ADDRESS:

Unit 206, 843 West Adams, Chicago, Illinois 60607

P.I.N.:

17-17-221-010-0000