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1999-04-21 08:30:08
Cook County Recorder 25.50

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GIT

WARRANTY DEED
IN TRUST
STATUTORY (ILLINOIS)

THE GRANTOR,

ASBURY DEVELOPMENT GROUP, L.L.C., an Illinois limited liability company, of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid, CONVEY AND WARRANT unto:

AMERICAN NATIONAL BANK AND TRUST CO.,
As Trustee under the terms of a trust dated March 26, 1999 and known as Trust Number 60101102, the following described Real estate in County of Cook and State of Illinois to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Permanent Index Number: 11-30-115-058 AND 11-30-115-012 (underlying)
Address of Real Estate: Unit 3N, 141 Asbury, Evanston, Illinois 60202

4249826 1/3

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trust 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 improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 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 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 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 premise, 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 delivery thereof with 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 some amendment

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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 of 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.

And the said grantor hereby expressly waives and release 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, said Grantor(s) has hereunto set his hand and seal this 13th day of April, 1999.

ASBURY DEVELOPMENT GROUP, L.L.C.
an Illinois limited liability company

By _____

Michael Silver, Manager

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, Michael Silver, manager of Asbury Development Group, L.L.C., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 13th day of April, 1999

Notary Public

Commission Expires: _____, 19____.

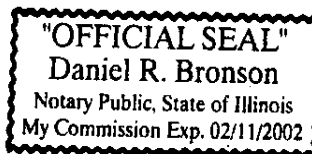
This instrument was prepared by: Daniel R. Bronson, Esq., Bronson & Kahn, 300 W. Washington St., Suite 1400, Chicago, Illinois 60606.

Mail Recorded Deed To:

Eugene F. LaPorte, Esq.
Attorney at Law
1100 West Northwest Highway
Suite 200
Chicago, Illinois 60606

Mail Subsequent Tax Bills To:

Michael Ray Tasker
141 N. Asbury Unit #3N
Evanston, IL 60202



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EXHIBIT A

PARCEL 1: UNIT(S) 3N & P-4 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ASBURY GLEN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 98876749, IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: Exclusive Use for Storage Purposes in and to Storage Space No. S-4, a limited common element, as set forth and defined in said Declaration of Condominium and Survey attached thereto, in Cook County, Illinois;

Subject only to: (i) general real estate taxes not yet due and payable; (ii) special taxes and assessments for improvements not yet completed; (iii) applicable zoning and building laws and ordinances; (iv) covenants, conditions, restrictions and building lines of record and any violations thereof, provided said violations are insured over pursuant to Title Insurer's standard form endorsement; (v) party wall rights and agreements, if any; (vi) encroachments; (vii) the Declaration as amended from time to time; (viii) public, private and utility easements of record; (ix) limitations and conditions imposed by the Illinois Condominium Property Act; (x) installments due after Closing for assessments levied pursuant to the Declaration; and (xi) acts done or suffered by the Grantee.

PIN: 11-30-115-012 and 11-30-115-058 (underlying)

ADDRESS OF PREMISES: Unit 3N, 141 North Asbury, Evanston, Illinois 60202

THE TENANT OF THE UNIT(S) HAS WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL.

GRANTOR ALSO HEREBY GRANTS TO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING LAND DESCRIBED THEREIN.

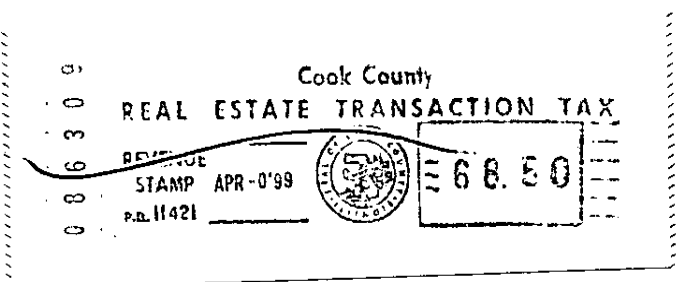
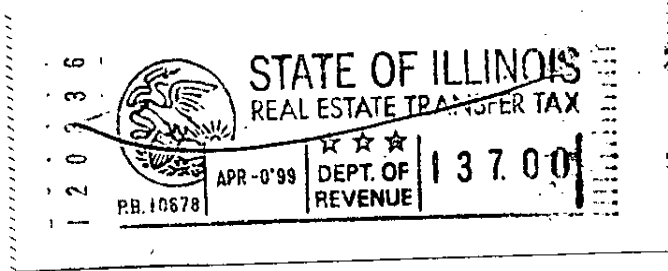
THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

CITY OF EVANSTON
Real Estate Transfer Tax
City Clerk's Office

005751

PAID APR 14 1999 Amount \$ 685.00

Agent WJP



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