

UNOFFICIAL COPY

0030184554

5/8/01 40 001 Page 1 of 5  
2003-02-06 14:48:44  
Cook County Recorder 32.50

DEED IN TRUST  
(Illinois)



0030184554

(The Above Space for Recorder's Use Only)

THE GRANTOR, *Cerald M. Penner*, a married man, married to *Mona Lee Penner*, for and in consideration of TEN AND NO/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS unto *Mona L. Penner*, as Trustee under the provisions of a trust agreement dated the 17th day of December, 1982, and known as the *Mona L. Penner Revocable Trust* (hereinafter referred to as "said trustee," regardless of the number of trustees) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

I hereby declare this Deed represents a transaction exempt under the provisions of ¶E.35 ILCS 200/31-45 of the Real Estate Transfer Tax Law, ¶E.56 of the Cook County Real Property Transfer Tax Ordinance, and ¶E of Chap. 3-33-060 of the Chicago Real Property Transfer Tax Ordinance.

Dated:

2/4/03

Signed:

*Susan L. Golberg*  
Susan L. Golberg, attorney

Permanent Real Estate Index Number(s): 17-03-231-002;-003;-004;-005 -008 (affects subject property and other land).  
Address of Real Estate: 800 North Michigan Avenue, Unit 5402, Chicago, Illinois 60611

TO HAVE AND TO HOLD the said premises 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 to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, 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 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

**UNOFFICIAL COPY**

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 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 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 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 4<sup>th</sup> day of February, 2003.

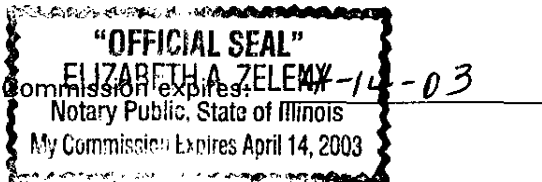
*(Handwritten Signature)*  
GERALD M. PENNER (SEAL)

State of Illinois )  
                                      ) SS  
County of COOK )

0030184554 Page 2 of 5

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Gerald M. Penner**, 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 seal this 4<sup>TH</sup> day of FEBRUARY, 2003.



*(Handwritten Signature)*  
NOTARY PUBLIC

**UNOFFICIAL COPY**

This instrument prepared by: Susan L. Goldenberg, Katten Muchin Zavis Rosenman, 525 W. Monroe St., Suite 1600, Chicago, Illinois 60661-3693

---

**MAIL TO:**

Susan L. Goldenberg  
Katten Muchin Zavis Rosenman  
525 W. Monroe St., Suite 1600  
Chicago, Illinois 60661-3693

**SEND SUBSEQUENT TAX BILLS TO:**

Mona L. Penner, Trustee  
800 North Michigan Avenue, Unit 5402  
Chicago, Illinois 60611

Property of Cook County Clerk's Office

PARCEL 1: UNIT NUMBER 5402 IN 800 NORTH MICHIGAN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 2, 7, 8 AND 9 IN THE PARK TOWER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3 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 00584660, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE(S) P-126 AND P-127 LOCATED IN THE "GARAGE PROPERTY" AS DESCRIBED IN AND AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 00584657 AS DELINEATED ON THE PLAT OF SURVEY ATTACHED THERETO.

PARCEL 3: EXCLUSIVE AND NON-EXCLUSIVE EASEMENTS MORE PARTICULARLY DESCRIBED AND DEFINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY AND BETWEEN PARK HYATT TOWER ASSOCIATES AND PARK TOWER, L.L.C. RECORDED AS DOCUMENT NUMBER 00584657, WHICH ARE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID.

This deed is subject to the following permitted exceptions:

- (1) general real estate taxes and assessments not due and payable at the time of closing;
- (2) special municipal taxes or assessments for improvements not yet completed and unconfirmed special municipal taxes or assessments;
- (3) the Declaration of Condominium Ownership and By-laws, Easements, Restrictions and Covenants for 800 North Michigan Condominium Association including all amendments and exhibits thereto;
- (4) the terms and provisions of the Declaration of Covenants, Conditions, Restrictions and Easements and any amendments thereto;
- (5) public, private and utility easements, including any easements established by, or implied from, the Declaration and any amendments thereto and/or the Declaration of Covenants, Conditions, Restrictions and Easements and any amendments thereto;
- (6) covenants, conditions, and restrictions of record;
- (7) applicable zoning and building laws, ordinances and restrictions;
- (8) roads and highways, if any;
- (9) limitations and conditions imposed by the Act;
- (10) encroachments, if any, which do not materially, adversely impair the use and enjoyment of the Condominium as a residence or the Parking Space(s), if any, as a parking space for one passenger vehicle;
- (11) matters over which the Title Company is willing to insure;
- (12) acts done or suffered by or judgments against Grantee or anyone claiming by, through or under Grantee;
- (13) Grantee's mortgage, if any; and
- (14) Leases, licenses and management agreements affecting the Parking Space(s), if any, and for the Common Elements.

Address of the Real Estate: The Park Tower Condominiums  
800 North Michigan Avenue, Unit 5402, Chicago, Illinois 60611

PIN#'s: 17-03-231-002; -003; -004; -005; -008 (affects subject property and other land).

# UNOFFICIAL COPY

## GRANTOR-GRANTEE AFFIDAVIT (for Exempt Transactions)

(The Above Space for Recorder's Use Only)

The seller/assignor or agent thereof hereby certifies that, to the best of his knowledge, the name of the buyer/assignee 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 or authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

**GRANTOR:**

GERALD M. PENNER

By: Susan L. Goldenberg, Agent  
Susan L. Goldenberg, Agent

Subscribed and sworn to before me by the said Susan L. Goldenberg, this 4<sup>th</sup> day of February, 2003.



Stephanie Farag  
NOTARY PUBLIC

The buyer/assignee or agent thereof hereby certifies that, to the best of his knowledge, the name of the buyer/assignee 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 or authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

**GRANTEE:**

MONA L. PENNER, AS TRUSTEE OF THE  
MONA L. PENNER REVOCABLE TRUST U/A/D 12/17/82

By: Susan L. Goldenberg, Agent  
Susan L. Goldenberg, Agent

Subscribed and sworn to before me by the said Susan L. Goldenberg 4<sup>th</sup> day of February, 2003.



Stephanie Farag  
NOTARY PUBLIC