

UNOFFICIAL COPY

0311433083
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 04/24/2003 09:16 AM Pg: 1 of 4

Address of Property:
6807 N. Milwaukee Avenue, Unit 503
Niles, Illinois 60714

TRUSTEE'S DEED
(In Trust)

191 4/27/03
SM
This Indenture made this 22nd day of March, 2003, between Parkway Bank and Trust Company, an Illinois Banking Corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation in pursuance of a trust agreement dated June 29, 2001 and known as Trust Number 12987, as party of the first part, and LA SALLE NATIONAL BANK, as Trustee under Trust Agreement dated 2-25-78 and known as Trust Number 26-4506-06, 135 S. La Salle St., Chicago, IL 60603 as party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby grant sell and convey unto the said party of the second part all interest in the following described real estate situated in Cook County, Illinois, to wit:

(See Exhibit A for Legal Description and PIN, and Rider for Trust Powers)

together with the tenements and appurtenances thereunto belonging.

This deed is executed pursuant to the power granted by the terms of the deed(s) in trust and the trust agreement which specifically allows conveyance from Trust to Trust and is subject to all notices, liens, and encumbrances of record and additional conditions, if any on the reverse side hereof.

DATED: 22nd day of March, 2003.

Parkway Bank and Trust Company,
as Trust Number 12987

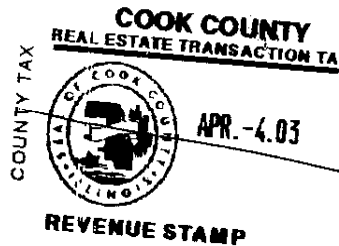
By *Jo Ann Kubinski*
Jo Ann Kubinski
Assistant Trust Officer

Attest: *David Hyde* (SEAL)
David Hyde
Assistant Vice President

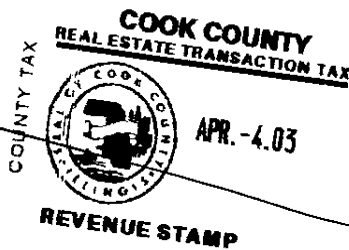


TAX 332-1

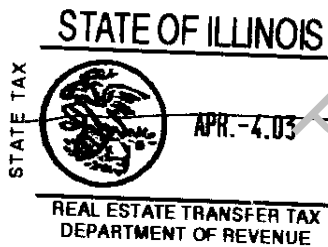
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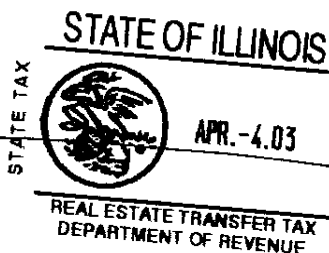
REAL ESTATE TRANSFER TAX
0013225
FP 102802



REAL ESTATE TRANSFER TAX
0005275
FP 102802



REAL ESTATE TRANSFER TAX
0026450
FP 102808



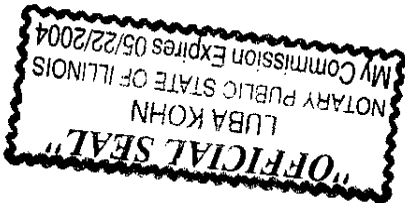
REAL ESTATE TRANSFER TAX
0010550
FP 102808

11511 \$7.10.00
 6907 M/W #503
 VILLAGE OF MILES
 REAL ESTATE TRANSFER TAX

Address of Property
 6807 N. Milwaukee Avenue, Unit 503
 Niles, Illinois 60714

MAIL TO:
 LA SALLE NATIONAL BANK
 u/n 26-4506-00
 135 S. La Salle St.
 Chicago, IL 60603

This instrument prepared by: Jo Ann Kubinski, 4800 N. Harlem Avenue, Harwood Heights, Ill. 60706



Jo Ann Kubinski
 Notary Public

Given under my hand and notary seal, this 22nd day of March 2003.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jo Ann Kubinski, Assistant Trust Officer and David Hyde, Assistant Vice President personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

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RIDER

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 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 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 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 an 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 obligated 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 obligated to inquire into the necessity or expediency of any act of said trustee, or be obligated 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 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.

UNOFFICIAL COPY**LEGAL DESCRIPTION****PARCEL 1:**

UNIT 503 IN THE EAGLE POINT OF NILES CONDOMINIUMS II AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 2 IN PRZYBYLO'S EAGLE POINT RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST FRACTIONAL HALF OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 55 DEGREES 13 MINUTES 17 SECONDS WEST, 432.44 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTH 37 DEGREES 0 MINUTES 22 SECONDS EAST, 170.45 FEET; THENCE SOUTH 52 DEGREES 59 MINUTES 38 SECONDS WEST, 22.00 FEET; THENCE SOUTH 37 DEGREES 0 MINUTES 22 SECONDS EAST, 36.42 FEET; THENCE NORTH 52 DEGREES 59 MINUTES 38 SECONDS EAST, 30.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55 DEGREES 13 MINUTES 29 SECONDS EAST, 109.67 FEET; THENCE SOUTH 34 DEGREES 46 MINUTES 31 SECONDS EAST, 200.81 FEET; THENCE SOUTH 10 DEGREES 13 MINUTES 29 SECONDS WEST, 5.60 FEET; THENCE SOUTH 55 DEGREES 13 MINUTES 29 SECONDS WEST, 104.55 FEET; THENCE NORTH 37 DEGREES 00 MINUTES 22 SECONDS WEST, 29.78 FEET; THENCE NORTH 34 DEGREES 46 MINUTES 31 SECONDS WEST, 175.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION RECORDED FEBRUARY 3, 2003 AS DOCUMENT NUMBER 0030163596, AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE OF INDOOR PARKING SPACE P-10 AND INDOOR STORAGE SPACE S-10 AS LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0030163596, AS MAY BE AMENDED FROM TIME TO TIME.

PARCEL 3:

EASEMENTS FOR INGRESS AND EGRESS AS DESCRIBED IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RELATING TO THE EAGLE POINT OF NILES CONDOMINIUMS MASTER ASSOCIATION RECORDED JUNE 27, 2002 AS DOCUMENT NUMBER 0020716440, AS AMENDED FROM TIME TO TIME.

SUBJECT TO: GENERAL REAL ESTATE TAXES FOR 2002 AND SUBSEQUENT YEARS; PRIVATE, PUBLIC AND UTILITY EASEMENTS; APPLICABLE ZONING AND BUILDING LAWS OR ORDINANCES; ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND RESERVATIONS CONTAINED IN THE DECLARATION, AS AMENDED FROM TIME TO TIME, AND A RESERVATION BY THE GRANTOR TO ITSELF AND ITS SUCCESSORS AND ASSIGNS, FOR THE BENEFIT OF ALL UNIT OWNERS AT THE CONDOMINIUM, OF THE RIGHTS AND EASEMENTS SET FORTH IN THE DECLARATION AS AMENDED FROM TIME TO TIME; PROVISIONS OF THE CONDOMINIUM PROPERTY ACT OF THE STATE OF ILLINOIS AS AMENDED FROM TIME TO TIME; SUCH OTHER MATTERS AS TO WHICH THE TITLE INSURER COMMITS TO INSURE BUYER AGAINST LOSS OR DAMAGE; ACTS OF BUYER ENCROACHMENTS; COVENANTS, CONDITIONS, RESTRICTIONS, PERMITS, EASEMENTS AND AGREEMENTS OF RECORD AS AMENDED FROM TIME TO TIME.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE AND GRANTEE'S 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, AS AMENDED FROM TIME TO TIME, AND GRANTOR RESERVES TO ITSELF AND ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, 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, AS AMENDED FROM TIME TO TIME, THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THERE WERE NO TENANTS OF THE AFORESAID UNIT TO WAIVE OR EXERCISE A RIGHT OF FIRST REFUSAL.

PROPERTY ADDRESS: UNIT 503, 6807 N. Milwaukee Ave., Niles, IL 60714

PERMANENT INDEX NUMBER: 10-31-213-062