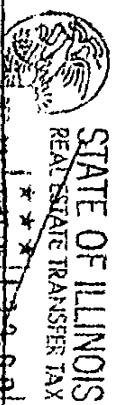


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COOK 019

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RECEIVED FOR RECORDS 1994 DEC 8



STATE OF ILLINOIS REAL ESTATE TRANSFER TAX

REVENUE DEC-594

STAMP DEC-594

PAID \$ 6.50

REVENUE DEC-594

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REVENUE DEC-594

STAMP DEC-594

PAID \$ 6.50

THIS INDENTURE WITNESSETH, That the Grantor, NORTH PARK DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION of the County of COOK and State of ILLINOIS for and in consideration of the sum of ONE HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED Dollars (\$135,900.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 30th day of NOVEMBER 1994, and known as Trust Number 4810, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE ATTACHED EXHIBIT "A"

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COOK COUNTY, ILLINOIS FILED FOR RECORD

DEC -8 PM 2:41

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CITY OF CHICAGO REAL ESTATE TRANSACTION TAX 99750

13-02-300-002-8001 68002

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. The Trustee and authority is hereby granted to said Trustee to improve, enlarge, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or to convey and warranty said real estate or any part thereof to a successor or successors in trust and in 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, to lease or otherwise encumber said real estate, or any part thereof, for any period or periods of time, not exceeding in the case of any lease the term of 99 years, and to renew or extend leases upon any term and for any period or periods of time and to amend, change or modify leases and the terms and conditions 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 real estate and to contract respecting the manner of living the amount of present or future rents, in addition to or in exchange for 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 appurtenant to said real estate or any part thereof, to sell or lease 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 do 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 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 county) relying upon or claiming under any such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries under said Trust Agreement or any successor in trust, was duly authorized or 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 successor 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 his or her predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Columbia National Bank of Chicago, 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 the said real estate or under the provisions of this Deed of 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 beneficiary under said Trust Agreement or its attorney-in-fact, hereby irrevocably appointed for such purpose, 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 institutions whatsoever 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 not real property, 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, the intention hereof being to vest in said Columbia National Bank of Chicago 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 "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and modified, 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 Agreement.

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 assumption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set its Vice President's and Secretary's hand and seal this 27th day of December 1994

Dennis Biedron, Vice President [SEAL] Robert Pontarelli, Secretary [SEAL]

State of Illinois, I, Patricia W. Pontarelli, a Notary Public in and for said County, in County of Cook, do hereby certify that DENNIS BIEDRON, VICE PRESIDENT, NORTH PARK DEVELOPMENT CORPORATION and ROBERT PONTARELLI, ITS SECRETARY

personally known to me to be the same person whose name is subscribed to foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and seal of the office of Notary Public, Cook County, Illinois, this 27th day of December 1994

Notary Public

Return to: Columbia National Bank of Chicago 5250 N. Harlem Avenue Chicago, IL 60656 ATTN: Trust Dept.

For information only insert street address of above described property.

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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UNOFFICIAL COPY

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PARCEL 1:

Unit 206 in Conservancy at North Park Condominium II as delineated on a survey of the following described premises:

That part of the east 833 feet of the west 883 feet of the north 583 feet of the south 633 feet of the southwest 1/4 of section 2, township 40 north range 13 east of the third principal meridian, (except that part of the land dedicated for public roadway by document 26700736) described as follows: commencing at the northwest corner of said tract; thence east on the north line of said tract a distance of 803.00 feet, thence south a distance of 180.50 feet to the point of beginning; thence continuing south on the last described line 204 feet, thence west 89.0 feet; thence north 78.0 feet; thence west 10.0 feet; thence north 48.0 feet, thence east 10.0 feet, thence north 78.0 feet, thence east 89 feet to the point of beginning, in Cook County, Illinois

which survey is attached to Declaration of Condominium recorded as Document 94823271 together with its undivided percentage interest in the common elements.

PARCEL 2:

The exclusive right to the use of Parking Space 206 and Storage Space 206, Limited Common Elements as delineated on the survey attached to the Declaration aforesaid recorded as Document 94923281

Grantor also hereby grants to Grantees, their heirs and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the Master Declaration recorded October 28, 1994 as Document 94923280 including easements for ingress and egress over common property and the Declaration of Condominium recorded October 28, 1994 as Document 94923281 and Grantor reserves to itself, its successors and assigns the rights and easements set forth in said Master Declaration and Declaration of Condominium for the benefit of the property described therein

This Deed is subject only to the following: General taxes not yet due and payable; public utility easements; easements, covenants, restrictions and building lines of record, and as set forth in the Declaration of Condominium and the Master Declaration; applicable zoning and building laws or ordinances; all rights, easements, restrictions, conditions and reservations contained in the aforesaid Declarations and reservation by Seller to itself and its successors and assigns of the rights and easements set forth in said Declarations; provisions of Condominium Property Act of Illinois.

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