

WARRANTY Deed In Trust

UNOFFICIAL COPY

90222910

Grantor(s), Diana Maria Migala, a divorced woman not since remarried

of the County of Cook and State of Illinois, for and in consideration of Ten and no/100's Dollars (\$ 10.00)

and other valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) unto THE PARK NATIONAL BANK OF CHICAGO, 2920 N. Milwaukee Chicago, Illinois 60618 a national banking association, duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 16th day of January, 19 90, and known as trust number 10018 the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

Legal Description Attached Hereto.



Doc#: 0411910005 Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 04/28/2004 08:02 AM Pg: 1 of 2

COOK COUNTY RECORDER 0411910005 04/28/2004 08:02 AM

SUBJECT TO: Existing liens and encumbrances of record.

** THIS DEED IS BEING RE RECORDED TO ADD THE CORRECTED LEGAL. (UNIT NO)

ADDRESS OF PROPERTY: 6001 N. Sheridan Road, Chicago, Illinois, Apt.10-K

PIN: 14-05-215-015-1066

TO HAVE AND TO HOLD said real estate with the appurtenances, on 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, to resubdivide said real estate 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 real estate 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 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 present or in futuro, and on any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, to renew or extend leases on any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions hereof 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 premises, to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange 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 easement appurtenant to said real estate or any part thereof, 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 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 said 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 on or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Deed 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 Deed 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 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, her or their predecessor in trust.

This conveyance is made on the express understanding and condition that neither The Park 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 or judgment for anything that they or its or their agents or attorneys may do or omit to do in or about 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 said 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 recording and/or filing 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 thereunder 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 The Park National Bank of Chicago, as Trustee, the entire legal and equitable title in fee simple in and to all of said real estate.

If the title to any of said 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 provided.

Grantor(s) hereby expressly waives(s) and releases(s) any and all right or benefit under and by virtue of the Homestead Exemption Law of the State of Illinois.

IN WITNESS WHEREOF, Grantor(s) has signed this deed, this 16th day of January, 19 90

X Diana Maria Migala Diana Maria Migala

90222910

State of Illinois County of Cook } SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Diana Maria Migala, a divorced woman not since remarried,

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

THIS DEED PREPARED BY:

Donna R. Kolton Executive Secretary 2958 N. Milwaukee Ave. Chicago, Illinois 60618

Given under my hand and notarial seal this 24th day of April, 19 90 Notary Public

RETURN TO: THE XXXX PARK XXXXX XXXXXX XXXXXX XXXXXX XXXXXX

2058 XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX

Peter A. Cantwell, Esq. 30 N. LaSalle St., Suite 2850 Chicago, Illinois 60602

EXEMPT UNDER PROVISION OF PARAGRAPH E SECTION 4 OF THE REAL ESTATE TRANSFER ACT. 1-26-90

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS A TRANSACTION EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSACTION TAX ORDINANCE BY PARAGRAPH (S) D OR SECTION 100.1-2B6 OF SAID ORDINANCE. 1-26-90

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DOCUMENT NUMBER

Form #TR-1

1300 PE

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LEGAL DESCRIPTION

* Unit Number 10K as delineated survey of the following described parcel of real estate (hereinafter referred to as development parcel): Lots 6, 7, 8 and 9 (except the West 14 feet of said Lots) in Block 16; also all that land lying East of and adjoining said Lots 6, 7, 8 and 9 and lying Westerly of the West boundary line of Lincoln Park as shown on the plat by the Commissioners of Lincoln Park as filed for record in Recorder's Office of Deeds of Cook County, Illinois, on July 16, 1931, as Document No. 10938695, all in Cochran's Second Addition to Edgewater, being a subdivision in the East fractional half of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by LaSalle National Bank as Trustee under Trust No. 34662, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 20686341; together with an undivided .2948% interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and survey).

Commonly known as 6007 N. Sheridan Road, Chicago, Illinois, Apt. 10-K

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