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WARRANTY DEED IN TRUST



Doc#: 1132646017 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/22/2011 11:53 AM Pg: 1 of 7

THIS INDENTURE
WITNESSETH, that the
Grantors, **ALFONSO MEJIA
ZELAYA AND MARIA
TERESA MEJIA, HIS WIFE**
of the County of Cook and State
of Illinois, for and in
consideration of TEN and 00/100
Dollars, and other good and
valuable consideration, in hand
paid, conveys and warrants unto
the Grantees, **ALFONSO
MEJIA ZELAYA, TRUSTEE
AND MARIA TERESA
MEJIA, CO-TRUSTEE
UNDER THE ALFONSO
MEJIA ZELAYA SELF
DECLARATION GRANTOR
TRUST DATED
SEPTEMBER 8, 2011**, the
following described real estate in
the County of Cook and State of
Illinois.

=====For Recorder's Use=====

SEE ATTACHED LEGAL DESCRIPTION

P.I.N.: 17-10-132-040-1084

COMMON ADDRESS: 405 N. WABASH AVE., UNIT B-24, CHICAGO, IL 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 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, 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 present or in future,

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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 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.

And the said Grantors hereby expressly waive and release any right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from the sale on execution or otherwise.

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

UNIT: B-24 IN THE 405 N. WABASH PARKING CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2, 9, 11 AND 12 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM VARIOUS PARCELS FOR RAMPS AT LEVELS P1, G1, G2, G3, AND G4; WHICH SURVEY IS ATTACHED AS EXHIBIT A-2 TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00977089, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NO. 00977089, AS AMENDED FROM TIME TO TIME.

EASEMENT RESERVED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00977089, OVER THE COMMON ELEMENTS FOR THE PURPOSE OF MAKING IMPROVEMENTS ON THE FUTURE DEVELOPMENT PARCEL.

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

(A) THE TENANT OF UNIT HAS WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL; (B) THE TENANT OF THE UNIT HAD NO RIGHT OF FIRST REFUSAL; OR (C) THE PURCHASER OF THE UNIT WAS THE TENANT OF THE UNIT PRIOR TO THE CONVERSION OF THE BUILDING TO A CONDOMINIUM.

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THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

- 1) LAND RESERVATION AGREEMENT BETWEEN RIVER PLAZA VENTURE, AN ILLINOIS LIMITED PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 91123 AND FIELD ENTERPRISES, INC. DATED SEPTEMBER 1, 1975 AND RECORDED SEPTEMBER 10, 1975 AS DOCUMENT 23217942 AND AMENDED BY INSTRUMENT RECORDED DECEMBER 15, 1975 AS DOCUMENT 23325130 AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN. FURTHER AMENDED BY INSTRUMENT RECORDED DECEMBER 11, 1986 AS DOCUMENT 86593570 AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.
- 2) NOTATION SHOWN ON PLAT OF RIVER PLAZA RESUBDIVISION RECORDED AS DOCUMENT 94758749 THAT THE PROPERTY IS LOCATED IN ZONE "C" PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 170074 0060 B, EFFECTIVE DATE JUNE 1, 1981.
- 3) NOTATIONS SHOWN ON PLAT RECORDED AUGUST 26, 1994 AS DOCUMENT 94758749 RELATING TO SEWER SERVICE.
- 4) TERMS AND PROVISIONS OF THE RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AUGUST 26, 1994 AS DOCUMENT 94758750 AND AS AMENDED BY FIRST AMENDMENT RECORDED FEBRUARY 18, 2000 AS DOCUMENT 00122313 WHICH PROVIDES FOR EASEMENTS IN FAVOR OF THE RESIDENTIAL PROPERTY, THE COMMERCIAL PROPERTY AND THE GARAGE PROPERTY ALL AS HEREIN DEFINED AND DESCRIBED; SERVICES; STRUCTURAL SUPPORT; TAXES; INSURANCE; MAINTENANCE AND REPAIR; DAMAGE TO THE IMPROVEMENTS; LIENS; RIGHTS AND REMEDIES; ARBITRATION; CONDEMNATION; ESTOPPEL CERTIFICATES; CONDOMINIUM ASSOCIATION; PARKING; ALTERATIONS; NOTICES; AND LIMITATIONS OF LIABILITY.
- 5) TERMS AND PROVISIONS OF AGREEMENT DATED MAY 2, 1978 AND RECORDED MAY 3, 1978 AS DOCUMENT 24430624 BETWEEN FIELD ENTERPRISES, INC. AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 10, 1975 AND KNOWN AS TRUST NUMBER 91123 RELATING TO THE MAINTENANCE, REPAIR AND RECONSTRUCTION OF ENCROACHMENTS AS SHOWN AND DEFINED IN SAID INSTRUMENT.
- 6) MANAGEMENT AGREEMENT, DATED FEBRUARY 4, 2000 BETWEEN RIVER PLAZA, LLC AND STANDARD PARKING CORPORATION, AS DISCLOSED BY ALTA STATEMENT DATED FEBRUARY 8, 2000.
- 7) LIMITATIONS AND CONDITIONS IMPOSED BY THE CONDOMINIUM PROPERTY ACT.

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- 8) GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE.
- 9) ACTS DONE OR SUFFERED BY OR ANYONE CLAIMING BY, THROUGH OR UNDER GRANTEE.
- 10) APPLICABLE ZONING AND BUILDING LAWS AND ORDINANCES.
- 11) UTILITY EASEMENTS.
- 12) ENCROACHMENTS, IF ANY, WHICH DO NOT AFFECT THE USE OF THE UNIT AS A PARKING SPACE.

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STATEMENT BY GRANTOR AND GRANTEE

THE GRANTOR OR HIS AGENT AFFIRMS THAT, TO THE BEST OF HIS KNOWLEDGE, THE NAME OF THE GRANTEE 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 AND AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE ILLINOIS.

Dated 9/8/11

SIGNATURE Alfonso Mijanguez
Grantor or Agent

Subscribed and sworn to before me by the said Grantor this 8 (th) day of Sept, 2011.



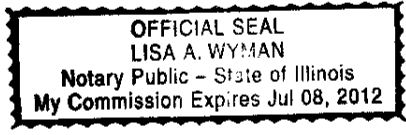
Notary Public Lisa A. Wyman

THE GRANTEE OR HIS AGENT AFFIRMS AND VERIFIES THAT THE NAME OF THE GRANTEES 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, OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

Dated: 9/8/11

SIGNATURE Alfonso Mijanguez
Grantee or Agent

Subscribed and sworn to before me by the said Grantee this 8 (th) day of Sept, 2011.



Notary Public Lisa A. Wyman

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.