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16320193051

Doc# 1632019305 Fee \$46.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

AFFIDAVIT FEE: \$2.00

GAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/15/2016 04:12 PM PG: 1 OF 5

WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor(s) Park Place on North Avenue LLC of the County of Cook -and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, Convey(s) and Warrant(s) unto the First American Bank, an Illinois Banking Corporation duly organized and existing under the laws of the State of Illinois, 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 13th day of January, 2005, and known as Trust Number 05-1-8353 the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

COMMONLY KNOWN AS: 7700 W. North Avenue, Unit 5 A, Elmwood Park, IL 60707

Permanent Index Number: 12-36-327-036-1016

TO HAVE 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.

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 and to vacate any subdivision or part thereof, and 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 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 terms 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 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 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

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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 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, 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 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 or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the First American Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or its or their agents or attorneys may do or omit in or about the said real estate or as a result of any operations conducted on or any contamination of, on or about said real estate, including, without limitation, any injury or damage associated with or resulting from the environmental condition of said real estate, such operations or any substance thereon or the release or threat of release of any substance therefrom, 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 the 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 any 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 filing for record of this Deed. The Grantor(s) and each and every beneficiary shall indemnify, defend, protect and hold harmless the Trustee, its officers, directors, employees, agents, successors and assigns from any and all claims, penalties, fines, judgments, forfeitures, losses, costs, expenses (including reasonable attorney's fees) and other liabilities associated with and such injury or damage.

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 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, the First American Bank, the entire legal and equitable title in fee simple, in and to all of the real estate herein 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 provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts

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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.

And the said grantor(s) hereby expressly waive(s) and release(s) 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 sales on execution or otherwise.

In Witness Whereof, the grantor(s) Park Place On North Avenue LLC by its Manager Joseph M. Andriacchi aforesaid have set his hand and seal this 19th day of September, 2016.

Joseph M. Andriacchi (SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

State of ILLINOIS
County of COOK

I, CATHERINE MARY FOLEY Notary Public in and for said County, in the state aforesaid, do hereby certify that _____

Joseph M. Andriacchi
personally known to me to be the same person(s) _____
whose name(s) is/ are 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 notarial seal this 19th day of
September, 2016.

Catherine Mary Foley
Notary Public

GRANTEE'S ADDRESS AND
RETURN RECORDED DEED TO
FIRST AMERICAN BANK
218 WEST MAIN STREET
DUNDEE, IL 60118

Send Subsequent Tax Bill To:
Joseph Andriacchi
P.O. Box 5680
RIVER FOREST IL 60305

Document Prepared By: Thomas J. Tartaglia
7819 W. Lawrence
Norridge, IL 60706



Village of Elmwood Park
Real Estate Transfer Stamp

EXEMPT

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UNITS 5A AND PARKING SPACE 5 AND STORAGE SPACE 5 IN THE PARK PLACE ON NORTH AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 21, 22, 23 AND 24 IN MILLS AND SONS' FIRST ADDITION TO GREENFIELD, BEING A SUBDIVISION OF THE SOUTH 191 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, INCLUDING BALCONY AIR RIGHTS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE BUILDING (SAID BUILDING CORNER BEING 3.01 FEET NORTH AND 2.76 FEET WEST OF THE SOUTHWEST CORNER OF LOT 21 (AS SHOWN ON PAGE 1 OF THE PARK PLACE ON NORTH AVENUE CONDOMINIUMS); THENCE NORTH ALONG THE EAST FACE OF THE BUILDING 29.5 FEET; THENCE WEST 22.75 FEET TO A STARTING POINT; THENCE SOUTH 6.0 FEET; THENCE WEST 15.3 FEET; THENCE NORTH 25 FEET; THENCE WEST 25.4 FEET; THENCE SOUTH 2.5 FEET; THENCE WEST 15.3 FEET; THENCE NORTH 6.0 FEET; THENCE EAST 13.5 FEET; THENCE SOUTH 3.5 FEET; THENCE EAST 29.0 FEET; THENCE NORTH 3.5 FEET; THENCE EAST 13.5 FEET TO A STARTING POINT ALL BETWEEN THE ELEVATIONS OF 112.95 FEET AND 152.90 FEET.

EXCEPT THAT PART OF SAID LOTS BEGINNING AT THE SOUTHEAST CORNER OF THE BUILDING (SAID BUILDING CORNER BEING 3.01 FEET NORTH AND 2.75 FEET WEST OF THE SOUTHEAST CORNER OF LOT 21, AS SHOWN ON PAGE 1 ON THE PLAT OF THE PARK PLACE ON NORTH AVENUE CONDOMINIUMS); THENCE NORTH ALONG THE EAST FACE OF THE BUILDING 29.5 FEET; THENCE WEST 36.25 FEET; THENCE SOUTH 3.5 FEET; THENCE WEST 29.0 FEET; THENCE NORTH 3.5 FEET; THENCE WEST 36.25 FEET; THENCE SOUTH 29.5 FEET; THENCE EAST 46.0 FEET; THENCE NORTH 16.8 FEET; THENCE EAST 9.5 FEET; THENCE SOUTH 16.8 FEET; THENCE EAST 46.0 FEET TO THE POINT OF BEGINNING;
E POINT OF BEGINNING;

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 30, 2007 AS DOCUMENT NUMBER 0733403126, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

12-36-327-036-1016

7700 W. North Avenue, Unit 5 A, Elmwood Park, IL 60707

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GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE

AS REQUIRED BY SECTION 35 ILCS 200/31-47

GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (ABI) 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 another entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

DATED: 11 14, 2016

SIGNATURE: _____

GRANTOR or AGENT

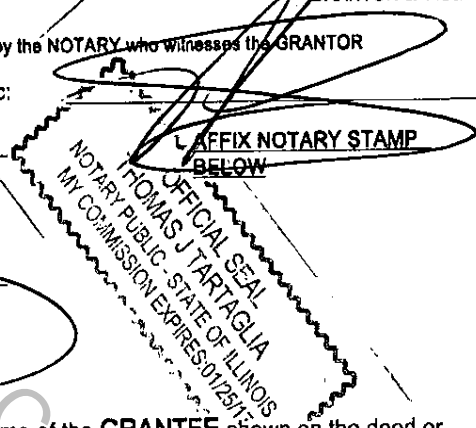
GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.

Subscribed and sworn to before me, Name of Notary Public: _____

By the said (Name of Grantor): _____

On this date of: 11 14, 2016

NOTARY SIGNATURE: _____



GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (ABI) 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 of Illinois.

DATED: 11 14, 2016

SIGNATURE: _____

GRANTEE or AGENT

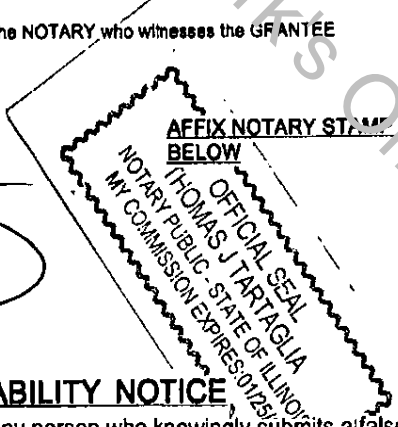
GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTEE signature.

Subscribed and sworn to before me, Name of Notary Public: _____

By the said (Name of Grantee): _____

On this date of: 11 14, 2016

NOTARY SIGNATURE: _____



CRIMINAL LIABILITY NOTICE

Pursuant to Section **55 ILCS 5/3-5020(b)(2)**. Any person who knowingly submits a false statement concerning the identity of a **GRANTEE** shall be guilty of a **CLASS C MISDEMEANOR** for the **FIRST OFFENSE**, and of a **CLASS A MISDEMEANOR**, for subsequent offenses.
(Attach to **DEED** or **ABI** to be recorded in Cook County, Illinois if exempt under provisions of **SECTION 4** of the **Illinois Real Estate Transfer Act: (35 ILCS 200/Art. 31)**)