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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

DAVID JOYCE, JOSEPH ALLWORTHY,
THOMAS NEAL AND ANNE VANDERWARKER,)

Plaintiffs,)

v.)

No. 89 CH 00961

MICHAEL E. HEISLEY, HARRIS TRUST)
and SAVINGS BANK, as Trustee under)
Trust No. 44146, JAMES E. ANNABLE,)
SUSAN B. ANNABLE, RICHARD J.)
ALMEIDA, JILL F. ALMEIDA, GORDON)
S. KERR, NORTHERN TRUST COMPANY,)
as Trustee under Trust No. 00203,)
and JOEL MURRAY,)

Defendants.)

. DEPT-01 RECORDING \$63.00
. T#1111 TRAN 1863 12/08/92 12:06:00
. #4041: A *-92-919382
. COOK COUNTY RECORDER

ORDER/SETTLEMENT AGREEMENT

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This cause coming before the Court on trial in this cause, the parties, THE NORTHERN TRUST as TRUSTEE OF THE JOSEPH ALLWORTHY TRUST u/a/d January 31, 1986 and known as TRUST NO. 0272549, substitute party plaintiff to JOSEPH ALLWORTHY, deceased ("Allworthy Trust"), by and through its counsel, TIMOTHY F. KOCIAN of KATZ, RANDALL and WEINBERG; THOMAS NEAL ("Neal"), by and through his counsel, WALTER C. GREENOUGH of SCHIFF, HARDIN and WAITE; ANNE VANDERWARKER ("Vanderwarker"), by and through her counsel, HENRY A. WALLER of MANDEL, LIPTON and STEVENSON; MICHAEL E. HEISLEY and HARRIS TRUST And SAVINGS BANK, as TRUSTEE UNDER TRUST NO. 44146 (collectively, "Heisley"), through their counsel, BRUCE S. SPERLING and GREGG R. HAGUE of SPERLING, SLATER and SPITZ; JAMES E. ANNABLE, SUSAN B. ANNABLE (collectively, "Annable"), RICHARD J. ALMEIDA, JILL F. ALMEIDA (collectively, "Almeida"), GORDON S. KERR ("Kerr") and THE NORTHERN TRUST

63.00

Box 179 (MD)

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COMPANY, as Trustee under Trust No. 00203 ("Trust No. 203"), by and through their counsel, SCOTT C. COLKY of BERKS & COLKY, LTD.; the 1214 NORTH ASTOR CONDOMINIUM ASSOCIATION (the "Association"), by and through its counsel, SHELLEY R.Z. BARNETT, of MARSHALL N. DICKLER, LTD.; JOEL MURRAY ("Murray"), by and through his counsel, RICHARD L. FENTON and MARJORIE S. JACOBSON of SONNENSCHNIN NATH and ROSENTHAL; and DAVID JOYCE, pro se and by and through his counsel, ERIC SAMORE of QUERREY & HARROW, having made this ORDER/SETTLEMENT AGREEMENT, and the court being fully advised in the premises, including as follows:

RECITALS

WHEREAS, this case involves the real estate legally described in Exhibit A, hereto;

WHEREAS, record fee title to the real estate is currently held as follows:

Lot 1: Murray

Lot 2: Allworthy Trust

Lot 3: Neal

Lot 4: CT&T Trust (as defined below)

Lot 5 (except the West 14 feet): Vanderwerker

West 14 feet of Lot 5: Unknown heirs and devisees
of Mary F. Crain, deceased

Lot 6: Harris Trust and Savings Bank, as trustee
under Trust No. 44146

Lot 7: Annable, Almeida, Kerr and Trust No. 203

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WHEREAS, the ALLWORTHY TRUST, NEAL, VANDERWARKER and JOYCE filed the initial complaint in this cause, which has been amended and which complains against HEISLEY, MURRAY, ANNABLE, ALMEIDA, KERR, TRUST NO. 203 and the ASSOCIATION;

WHEREAS, there is a 1887 plat at issue here, which states:

that the strip marked: reserved for private alley appearing in said subdivision and hereon shown fourteen feet wide shall be kept open forever for the use and benefit as an alley of all parties who shall at any time own or have any interest in any of the premises included in said subdivision.

WHEREAS, MURRAY filed a counterclaim, which, as amended, complains against JOYCE, ALLWORTHY TRUST, NEAL, VANDERWARKER, HEISLEY, ANNABLE, ALMEIDA, KERR, TRUST NO. 203, the ASSOCIATION and the unknown heirs and devisees of MARY F. CRAIN;

WHEREAS, HEISLEY filed a counterclaim, which, as amended, complains against ANNABLE, ALMEIDA, KERR, TRUST NO. 203 and the ASSOCIATION;

WHEREAS, JOYCE holds his interest in Lot 4 of the subdivision at issue through Chicago Title and Trust Company, as trustee under Trust No. 8-10-65831 ("CT&T TRUST") and is the sole beneficiary of the CT&T TRUST;

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WHEREAS, ANNABLE, ALMEIDA, KERR and TRUST NO. 203 filed a counterclaim which, as amended, complains against JOYCE, ALLWORTHY TRUST, NEAL, VANDERWARKER, MURRAY, HEISLEY and the unknown heirs and devisees of MARY F. CRAIN;

WHEREAS, the ASSOCIATION filed a counterclaim which, as amended, complains against JOYCE, ALLWORTHY TRUST, NEAL,

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VANDERWARKER, MURRAY, HEISLEY and the unknown heirs and devisees of MARY F. CRAIN;

WHEREAS, the unknown heirs and devisees of MARY F. CRAIN have been served with notice by publication of the claims of MURRAY, the ASSOCIATION, ANNABLE, ALMEIDA, KERR and TRUST NO. 203;

WHEREAS, the unknown heirs and devisees of MARY F. CRAIN have not filed an appearance and have not answered or otherwise pleaded in this cause;

WHEREAS, ALLWORTHY TRUST, NEAL, VANDERWARKER, JOYCE, the CT&T TRUST, MURRAY, HEISLEY, ANNABLE, ALMEIDA, KERR, TRUST NO. 203 and the ASSOCIATION have agreed to the following, in settlement of their claims and counterclaims against each other;

WHEREAS, the Court has considered this Order/Settlement Agreement, and makes the following order:

IT IS HEREBY ORDERED THAT:

1. The signatories hereto stipulate that fee title to the West 14 feet of Lot 5 in Owner's Resubdivision of George Metz's Subdivision of Lots 1, 2 and 3 in Block 10 in H.O. Stone's Subdivision of Astor's Addition to Chicago in Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, is vested in MURRAY by adverse possession. The vesting of title in MURRAY to those West 14 feet of Lot 5 is subject to this Order/Settlement Agreement and the language of the 1887 Plat, including that such area be "kept open forever for the use and benefit as an alley of all parties who shall at any

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time own or have any interest in any of the premises included in said subdivision."

2. All existing improvements in/on the private alley at issue herein, including, but not limited to the Heisley patio and the Murray backyard, with fences, shall remain in their current configuration. Such improvements on Lot 6 shall be maintained and preserved by the owner and successors of Lot 6; such improvements behind Lot 1 shall be maintained and preserved by the owner and successors of Lot 1.

3. The owners and residents of Lots 1 through 7 may place and store garbage for pickup in receptacles located in the area of the private alley located on Lot 7. Such garbage receptacles shall be those currently provided by the City of Chicago, or closed containers manufactured for that purpose if none are provided by the City, or private scavenger service dumpsters if such are provided in accordance with paragraph 4 hereof. No garbage or trash shall be placed or stored within the private alley outside such receptacles.

4. One or more of the owners of Lots 1 through 7 may provide, at their own cost, and store up to a total of three private scavenger service dumpsters in the area of the private alley located on Lot 7. In the event that two dumpsters are provided with pickup at least twice weekly or three dumpsters are provided with pickup at least once weekly, then, after notice as described herein, the owners and residents of Lots 1 through 7 must use the dumpsters if they wish to store garbage for pickup

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in the private alley. The owners of Lots 1 through 7 who have elected to provide private scavenger service dumpsters at their own cost shall notify all other lot owners that dumpsters are being provided in accordance with this paragraph on at least an annual basis and, in the sole discretion of the owners providing the dumpsters, such notice may be made by personal delivery to the buildings located on Lots 1 through 7.

5. The owners of Lot 7 may, at their own expense, construct an enclosure or structure to house and contain such garbage receptacles in the private alley on Lot 7, as well as a gate/fence at the south end of the private alley (the gate to remain unlocked), provided that all owners and residents of Lots 1 through 7 have unlimited access to place their garbage inside the enclosure or structure, and further provided that the enclosure or structure and the gate/fence be designed, constructed and located to permit access by emergency vehicles into the private alley to the same extent that such access currently exists, and to permit pedestrian ingress and egress in accordance with paragraph 8 hereof. Any such enclosure or structure and gate/fence shall be maintained and preserved by the owners and successors of Lot 7.

6. No additional improvements or construction shall be permitted anywhere in the private alley without the express written approval of the owners of Lots 1 through 7.

7. Vehicular access to the private alley is permitted only to emergency vehicles, as necessary. A towing service may be

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contacted by the owner(s) of Lots 6 and/or 7, and a sign may be posted indicating that all non-emergency vehicles located in the private alley are subject to tow (at the driver's expense) at the request of any Lot Owner or resident of Lots 1 through 7.

8. The private alley may be used for pedestrian ingress and egress by the owners and residents of all lots in the subdivision.

9. If any provision of this Order/Settlement Agreement or portion thereof shall be held to be ineffectual, unenforceable or superseded by the Court, the remaining provisions of this Agreement and the remainder, if any, of such provision shall not be affected thereby and shall remain in full force and effect.

11. The parties hereto hereby withdraw all their respective claims with prejudice, each party to bear its own costs and attorney's fees; provided, however, that MURRAY, VANDERWARKER, ANNABLE, ALMEIDA, KERR, TRUST NO. 203 and the ASSOCIATION expressly reserve all of their claims and defenses against the unknown heirs and devisees of MARY F. CRAIN.

12. The unknown heirs and devisees of MARY F. CRAIN are in default for failure to file an appearance, answer or other pleading, and judgment is entered against them on all claims. MURRAY shall present a separate Order providing that he has established fee simple title to the west 14 feet of Lot 5 by adverse possession.

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13. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

14. This ORDER/SETTLEMENT AGREEMENT shall be binding on all parties hereto and their respective successors and assigns and may be recorded against the real estate legally described on Exhibit A hereto.

Entered:

The Honorable Edward C. Hofert

Date: _____

LOT 1:

JOEL MURRAY

LOT 2:

NORTHERN TRUST COMPANY, not
individually but solely as
Trustee of the Joseph Allworthy
Trust u/a/d January 31, 1985

ATTEST:

By: _____

Its: _____

BY: _____

ITS: _____

LOT 3:

THOMAS NEAL

LOT 4:

DAVID JOYCE

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13. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

14. This ORDER/SETTLEMENT AGREEMENT shall be binding on all parties hereto and their respective successors and assigns and may be recorded against the real estate legally described on Exhibit A hereto.

JUDGE EDWARD C. HOFERT

Entered:

DEC - 4 1992

Circuit Court - 1st

The Honorable Edward C. Hofert

Date: _____

LOT 1:

Joel Murray
JOEL MURRAY

LOT 2:

NORTHERN TRUST COMPANY, not individually but solely as Trustee of the Joseph Allworthy Trust u/a/d January 31, 1986

ATTEST:

By: _____

Its: _____

BY: _____

ITS: _____

LOT 3:

Thomas Neal
THOMAS NEAL

LOT 4:

David Joyce
DAVID JOYCE

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 12-4-92

A. L. P. H.

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
THIS ORDER IS THE COMMAND OF THE CIRCUIT
COURT AND VIOLATION THEREOF IS SUBJECT TO THE
PENALTY OF THE LAW.

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13. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

14. This ORDER/SETTLEMENT AGREEMENT shall be binding on all parties hereto and their respective successors and assigns and may be recorded against the real estate legally described on Exhibit A hereto.

Entered:

The Honorable Edward C. Hofert

Date: _____

LOT 1:

JOEL MURRAY

LOT 2:

NORTHERN TRUST COMPANY, not individually but solely as Trustee of the Joseph Allworthy Trust u/a/d January 31, 1986

BY: C. Caplan
ITS: VICE PRESIDENT

ATTEST:

By: [Signature]

Its: ASSISTANT SECRETARY

LOT 3:

THOMAS NEAL

LOT 4:

DAVID JOYCE

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

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Clerk of the Court

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13. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

14. This ORDER/SETTLEMENT AGREEMENT shall be binding on all parties hereto and their respective successors and assigns and may be recorded against the real estate legally described on Exhibit A hereto.

Entered:

The Honorable Edward C. Hofert

Date:

LOT 1:

JOEL MURRAY

LOT 2:

NORTHERN TRUST COMPANY, not individually but solely as Trustee of the Joseph Allworthy Trust u/a/d January 31, 1986

ATTEST:

By: _____
Its: _____

BY: _____

ITS: _____

LOT 3:

Thomas Neal
THOMAS NEAL

LOT 4:

DAVID JOYCE

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13. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

14. This ORDER/SETTLEMENT AGREEMENT shall be binding on all parties hereto and their respective successors and assigns and may be recorded against the real estate legally described on Exhibit A hereto.

Entered:

The Honorable Edward C. Hofert

Date: _____

LOT 1:

JOEL MURRAY

LOT 2:

NORTHERN TRUST COMPANY, not
individually but solely as
Trustee of the Joseph Allworthy
Trust u/a/d January 31, 1986

BY: _____

ITS: _____

ATTEST:

By: _____

Its: _____

LOT 3:

THOMAS NEAL

LOT 4:

DAVID JOYCE

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

Deputy Clerk

Notary Public

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CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as
trustee under Trust No. 8-10-65831

ATTEST:

By: Alta Bi May
Its: _____

By: _____
Its: _____

Not to be printed and used by the parties hereto, anything herein to the contrary notwithstanding,
that each one of the above named persons, and each of them, and each of their heirs, assigns, executors, administrators,
of said trust, and each of them, and each of their heirs, assigns, executors, administrators,
representatives and agents, and each of them, and each of their heirs, assigns, executors, administrators,
Trustees, personal representatives, and assigns, and each of them, and each of their heirs, assigns, executors,
administrators, representatives and agents, and each of them, and each of their heirs, assigns, executors,
of the power hereby granted, and each of them, and each of their heirs, assigns, executors, administrators,
any time be hereinafter made, and each of them, and each of their heirs, assigns, executors, administrators,
warranty, individually, respectively, jointly, and in severalty, to the said Trustee in the instrument contained, either
expressly or implied, of such personal liability, if any, being expressly waived and released.

LOT 5:

ANNE VANDERWARKER

LOT 6:

HARRIS TRUST AND SAVINGS BANK,
not individually but solely as
Trustee under Trust No. 44146

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MICHAEL E. HEISLEY

LOT 7:

JAMES ANNABLE

SUSAN ANNABLE

RICHARD J. ALMEIDA

JILL F. ALMEIDA

GORDON S. KERR

NORTHERN TRUST COMPANY,
not individually but solely as
Trustee under Trust No. 00203

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

1214 NORTH ASTOR CONDOMINIUM ASSOCIATION

By: _____
Its: _____

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P.12/13

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CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as
trustee under Trust No. 8-10-65831

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LOT 5:

Anne Vanderwerker
ANNE VANDERWERKER

LOT 6:

HARRIS TRUST AND SAVINGS BANK,
not individually but solely as
Trustee under Trust No. 41146

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MICHAEL E. HEISLEY

LOT 7:

JAMES ANNABLE

SUSAN ANNABLE

RICHARD J. ALMEIDA

JILL F. ALMEIDA

GORDON S. KERR

NORTHERN TRUST COMPANY,
not individually but solely as
Trustee under Trust No. 00203

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

1214 NORTH ASTOR CONDOMINIUM ASSOCIATION

By: _____
Its: _____

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Exonerated provision releasing any liability of Harris Trust and Savings Bank, attached hereto, is hereby expressly made a part hereof.

Exonerated provision releasing any liability of Harris Trust and Savings Bank, attached hereto, is hereby expressly made a part hereof.

CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as
trustee under Trust No. 8-10-88831

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LOT 5:

ANNE VANDERBYKER

LOT 6:

HARRIS TRUST AND SAVINGS BANK,
not individually but solely as
Trustee under Trust No. 8-11-46

ATTEST:

By: [Signature]
Its: Assistant Secretary

By: _____
Its: ASSISTANT VICE PRESIDENT

MICHAEL S. HEINLEY

LOT 7:

THOMAS HEINLEY

JUDAN ANNABLE

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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FROM: H.D. TRUST REAL ESTATE

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P. 12-13

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Exoneration provision relieving any liability of Harris Trust and Savings Bank, attached hereto, is hereby expressly made a part hereof.

Exoneration provision relieving any liability of Harris Trust and Savings Bank, attached hereto, is hereby expressly made a part hereof.

CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as
trustee under Trust No. 8-10-88831

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LOT 5:

LOT 6:

HARRIS TRUST AND SAVINGS BANK,
not individually but solely as
Trustee under Trust No. 44118

ATTEST:

By: *[Signature]*
Its: **Assistant Secretary**

By: _____
Its: **ASSISTANT VICE PRESIDENT**

MICHAEL E. REILEY

LOT 7:

JOHN A. WELLS

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for any purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as
trustee under Trust No. 8-10-65831

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LOT 5:

ANNE VANDERWATER

LOT 6:

HARRIS TRUST AND SAVINGS BANK,
not individually but solely as
Trustee under Trust No. 44146

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MICHAEL E. HEISLEY

LOT 7:

James Annable

JAMES ANNABLE

Susan Annable

SUSAN ANNABLE

Jill F. Almeida

RICHARD J. ALMEIDA

Jill F. Almeida

JILL F. ALMEIDA

Gordon S. Kerr

GORDON S. KERR

NORTHERN TRUST COMPANY,
not individually but solely as
Trustee under Trust No. 00203

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

1214 NORTH ASTOR CONDOMINIUM ASSOCIATION

By: _____
Its: _____

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CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as
trustee under Trust No. 8-10-65831

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LOT 5:

ANNE VANDERWARKER

LOT 6:

HARRIS TRUST AND SAVINGS BANK,
not individually but solely as
Trustee under Trust No. 44146

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MICHAEL E. HEISLEY

LOT 7:

JAMES ANNABLE

SUSAN ANNABLE

RICHARD J. ALMEIDA

JILL F. ALMEIDA

GORDON S. KERR

NORTHERN TRUST COMPANY,
not individually but solely as
Trustee under Trust No. 00203

The Northern Trust Company executes this instrument
not personally but as Trustee as aforesaid, and is not to be
held liable in its individual capacity in any way by reason of the
same. Any recourse hereunder is to be had only against the
trust estate.

ATTEST:

By: [Signature]
Its: ASSISTANT SECRETARY

By: [Signature]
Its: VICE PRESIDENT

1214 NORTH ASTOR CONDOMINIUM ASSOCIATION

By: _____
Its: _____

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CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as
trustee under Trust No. 8-10-65831

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LOT 5:

ANNE VANDENMARKER

LOT 6:

HARRIS TRUST AND SAVINGS BANK,
not individually but solely as
Trustee under Trust No. 44146

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MICHAEL E. HEISLEY

LOT 7:

JAMES ANNABLE

SUSAN ANNABLE

RICHARD J. ALMEIDA

JILL F. ALMEIDA

GORDON S. KERR

NORTHERN TRUST COMPANY,
not individually but solely as
Trustee under Trust No. 00203

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

1214 NORTH ASTOR CONDOMINIUM ASSOCIATION

By: [Signature]
Its: PAES

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EXHIBIT A

Lots 1 through 7 in the Owner's Resubdivision of George Metz Subdivision of Lot 1, 2 and 3 in Block 10 on H. O. Stone's Subdivision of Astor Addition to Chicago in the Northwest Quarter (NW 1/4) of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat recorded March 12, 1887, as Document 806372.

P.I.N. Numbers: Lot 1: 17-03-112-014-0000
 Lot 2: 17-03-112-015-0000
 Lot 3: 17-03-112-016-0000
 Lot 4: 17-03-112-017-0000
 Lot 5: 17-03-112-018-0000
 Lot 6: 17-03-112-037-0000
 Lot 7: 17-03-112-035-1001 through 1004

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 12-4-92

Ann P...

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
THIS ORDER IS THE COMMAND OF THE CIRCUIT
COURT AND VIOLATION THEREOF IS SUBJECT TO THE
PENALTY OF THE LAW.