

**SPECIAL WARRANTY DEED**  
(Corporation to Trustee)  
(Illinois)

First American Title Order # 048167 1/3

THIS INSTRUMENT is made this 7th day of February, 1995, by and between **NOVA INVESTMENTS, INC.**, 166 W. Washington St., Suite 220, Chicago, IL 60602

a corporation created in existing order, and by virtue of the laws of the State of Illinois, and duly authorized to transfer business in the State of Illinois, as trustee of the first part and **AMERICAN National Bank and Trust Company of Chicago** as Trustee of a 4th. Mar. 20, 1991, as Tr#115200-01 33 North LaSalle St., Chicago, IL 60602

DEPT-01 RECORDING \$23.00  
143333 TRAN 3403 04/09/92 16:50:00  
47143 C \*-92-244136  
COOK COUNTY RECORDER

party of the second part, WITNESSETH that the party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration

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in hand, to have and to hold unto the party of the first part, hereinafter referred to as the Board of Directors of the Board of Directors of the said corporation, to the said party of the first part, its heirs and assigns, FOREVER, and that the party of the second part, hereinafter referred to as the Trustee, will and doth hereby sell unto the party of the first part, hereinafter referred to as the Buyer, the following described premises, to-wit: Parcel 4 in Subdivision of Lots 28 to 31 inclusive in Serial 11, Wheeler's Subdivision of Block 27 in the Subdivision of the South West 1/4 of Section 12, Township 32 North, Range 13, T12N R13E of the Third Principal Meridian, in Cook County, Illinois, PIN: 16-12-326-021-0000  
Parcel 2 in the Subdivision of Block 26 in the Subdivision of the East 1/2 of the North West 1/4 of Section 12, Township 32 North, Range 13, T12N R13E of the Third Principal Meridian in Cook County, Illinois, PIN: 16-12-326-021-0000  
Parcel 3: Lot 3 in Block 1 in Tertel's Subdivision of the East 1/2 of the North West 1/4 of Section 16, Township 32 North, Range 14, T12N R14E of the Third Principal Meridian in Cook County, Illinois, PIN: 20-14-115-011-0000

SUBJECT TO: Easements, restrictions, and encumbrances of records; private, public and utility easements and roads and highways, if any; party will, covenants and agreements, if any; special taxes or assessments for improvements not yet completed; installment due at the date hereof of any special tax or assessment for improvements heretofore completed; general taxes for the year 1991 and subsequent years taxes; and to any condition that an inspection of the premises and a accurate survey would reveal.

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Together with all rights in the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances, TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its heirs and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to, and with the party of the second part, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited, and that the said premises, against all persons, lawfully claiming or to claim the same, by, through or in aid of, it WILL WARRANT AND DEFEND, subject to only to the matters stated herein, but not otherwise.

Permanent Real Estate Index Numbers: 16-12-326-029-0000, 16-13-316-011-0000 & 20-16-115-011-0000  
Address(es) of real estate: 2926 W. Warren, Chicago, IL 60612; 2933 W. Arthington, Chicago, IL 60612, and 5727 S. Lowe, Chicago, IL 60621.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Secretary, the day and year first above written.

NOVA INVESTMENTS, INC.  
Name of Corporation

By [Signature]  
Attest [Signature]

This instrument was prepared by **STEVEN R. DOBROFSKY, ESQ.**, 166 W. Washington St., #220, Chicago, IL

[Handwritten notes and signatures]  
337-33 Cross Point RD  
SKORIG 22 6007  
2300  
HF

# UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, **BENITTA BERKE**

Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **STEVEN R. DOBROFSKY**

personally known to me to be the **Vice** President of **NOVA INVESTMENTS, INC.**

a **Illinois** corporation, and **STEVEN R. DOBROFSKY**, personally known to me to be the

Secretary of said corporation, and personally known to me to be the same persons whose

names are subscribed to the foregoing instrument, appeared before me this day in person and severally

acknowledged that as such **Vice** President and Secretary, they signed and

delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to

authority, given by the Board of **Directors** of said corporation as their free and voluntary

act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

GIVEN under my hand and official seal this 7th day of April, 1992

Notary Public

Commission expires

**"OFFICIAL SEAL"**

**Benitta Berke**

**Notary Public, State of Illinois**

**My Commission Expires 11/29/95**

Full power and authority is hereby granted to said Trustee to improve, manage, operate and subdivide said real estate or any part thereof, to dedicate streets, highways or alleys to public use, to subdivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to mortgage said real estate or any part thereof to a mortgagee or to grant to such mortgagee or successors in trust all of the title, legal, equitable and other interests therein, to grant to such mortgagee or successors in trust all of the title, legal, equitable and other interests therein, 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 future, and upon any terms and for any period or periods of time, not exceeding, in the case of any single lease, the term of 99 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, in contract to lease and to grant options to lease and to sell, to sell, to lease and to grant options to purchase the whole or any part of the real estate and to contract respecting the manner of fixing the amount of present or future rentals, its partition or its exchange, 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 in which 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 his trust have been complied with, he be obliged to inquire into the authority, necessity or expediency of any act of said Trustee or be obliged or permitted 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 recited in this Indenture and in said Trust Agreement or in all amendments thereof, and (c) that said Trustee or any successor in trust was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or lease, and that 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 conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors 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 or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby 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 in the name of the then beneficiary under said Trust Agreement or their attorney-in-fact, hereby appointed for such purposes, or at the election of said Trustee or his or her 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing hereof.

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, profits 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 earnings, profits and proceeds therefrom as aforesaid, the inclusion hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

Box

**SPECIAL WARRANTY DEED**

**Corporation to Individual**

**NOVA INVESTMENTS, INC.**

TO  
**VITO MIULLI**

ADDRESS OF PROPERTY: (1) 2926 W. Warren  
(2) 2933 W. Arthington, and  
(3) 5727 S. Lowe, All in Chicago, IL

**GEORGE E. COLE**  
**LEGAL FORMS**