

## UNOFFICIAL COPY

## EXECUTOR'S DEED IN TRUST

1992 MAY 21 AM 11:10

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The above space for recorder's use only

COOK  
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028655

THIS INDENTURE WITNESSETH, That

MARY CHANTOR, DAVID H. PAUKER, an independent executor of the WILL OF MARY A. ULIAS, deceased, by virtue of Letters testamentary issued to DAVID H. PAUKER, by the Circuit Court of Cook County, State of Illinois,

and in exercise of the power of attorney granted to him in and by said will and in pursuance of every other power and authority to him available, and for and in consideration of one hundred thirty-five thousand five hundred (\$135,500.00) dollars, receipt whereof is hereby acknowledged, doo hereby witness, seal, release and convey unto

COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 27th day of April 1992, and known as Trust Number 4003, the following described real estate in the County of Cook and State of Illinois, to-wit:

See legal

SUBJECT TO conditions and restrictions of record, 1991 and subsequent year real estate taxes

10-31-409-060-1029

**TO HAVE AND TO HOLD** the said real estate with the appurtenances, upon the terms, and for the uses and purposes herein and in said Trust Agreement set forth. Full power and authority is hereby granted to said Trustee, under and subject to the application of any purchase money, rent or money borrowed or advanced on said real estate, and to waive any subdivision or partition 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 and lease or let and have and hold the same for any term or terms, to lease and let and have and hold the same for any term or terms, to mortgage, to subordinate, to delegate, to retain, to 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 or re-commence in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single term the term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding, in the case of any single term, the term of 100 years, 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, and to release, convey or assign all rights, 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, or any lessee or vendor of real estate, or to whom said real estate or any part thereof shall be conveyed, be compelled to sell, lease or mortgaged by said Trustee, or any successor in trust, or be obliged to inquire into the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, lease, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person dealing with said Trustee, or any successor in trust, or any lessee or vendor of real estate, or to whom said real estate or any part thereof shall be conveyed, that at the time of the execution of the instrument, the instrument was executed by the Trustee in accordance with the terms of the Trust Agreement, as full force and effect, (b) that such conveyance or other instrument was executed in accordance with the conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder; (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and (d) that the instrument is made for 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 said Trustee as it may exist in trust.

This conveyance is made upon the express understanding and condition that neither Columbia National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability on account of any debt or claim arising out of or in respect of anything done or omitted to do or in respect of any debts or attorneys fees or expenses or attorney's fees or any other claim or liability arising out of or about said real estate, any and all such debts 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 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 filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them, 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 Columbia National Bank of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or record the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or "with rights 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 copy thereof, or any extracts 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 hereby expressly waives, releases, and forever discharges the Trustee from all liability for 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 sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid his hereto set his hand and seal this 15th day of MAY 1992.

P.T.N. 10-31-409-060-1029  
*David H. Paeker* (SEAL)  
 DAVID H. PAUKER, as Executor (SEAL)  
 aforesaid

State of Illinois, the undersigned,  
 County of Cook, ss. Notary Public in and for said County, in  
 the state aforesaid, do hereby certify that DAVID H. PAUKER,  
 as independent executor of the will of MARY A. ULIAS.

" OFFICIAL SEAL" (Signature)  
 JENNY MORA (Signature)  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 4/30/94  
 "I, Jenny Mora, Notary Public, do hereby acknowledge that 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." (Signature)  
 Jenny Mora, Notary Public

Return to:

Columbia National Bank of Chicago  
 5250 N. Harlem Avenue  
 Chicago, IL 60656  
 ATTN: Trust Dept.

6525 N. Nashville, Chicago, IL 60631

For information only insert street address of above described property.

Unit 406C

PREPARED BY: DAVID H. PAUKER 180 N LA SALLE ST.  
 BOX 333 CHICAGO, IL 60601

STATE OF ILLINOIS  
 REAL ESTATE TRANSACTION TAX  
 REVENUE  
 DEPT. OF REVENUE  
 MARY 1992

33598

REVENUE  
 DEPT. OF REVENUE  
 MARY 1992

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## 1. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT NUMBER "6-D" AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): ALL OF THAT PART OF LOT 6 IN BILLY CALDWELL'S RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF LOT 1 IN THE SUBDIVISION OF LOT 1 IN HURRY AND CO'S SUBDIVISION OF A PART OF THE SOUTHEAST FRACTIONAL QUARTER OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 31 TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THAT PART OF THE VACATED ALLEY LYING SOUTH AND SOUTHWESTERLY OF LOT 1 AFORESAID, DESCRIBED AS FOLLOWS:: COMMENCING ON THE NORTHWESTERLY LINE OF SAID BILLY CALDWELL'S RESERVATION AT ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 34 DEGREES 14 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, 50 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; CONTINUING THENCE SOUTH 34 DEGREES 14 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE 231.77 FEET; THENCE SOUTH 55 DEGREES 45 MINUTES 50 SECONDS WEST AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, 166.455 FEET TO ITS POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 1 EXTENDED SOUTH; THENCE "NORTH" IN THE WEST LINE OF SAID LOT 1, 159.57 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE NORTH 58 DEGREES 28 MINUTES 18 SECONDS WEST IN THE SOUTHWESTERLY LINE OF SAID LOT 6, 112.55 FEET TO ITS POINT OF INTERSECTION WITH A LINE 50 FEET SOUTHEASTERLY OF (AS MEASURED ALONG THE, SOUTHWESTERLY LINE OF SAID MILWAUKEE AVENUE) AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 6; THENCE NORTH 58 DEGREES 52 MINUTES 50 SECONDS EAST IN SAID PARALLEL LINE 142.90 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH PLATE OF SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 23, 1971 AND KNOWN AS TRUST NUMBER 58765, RECORDED IN THE OFFICE OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 22211098 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

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