

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ANNA D. MOORE, a Widow of the County of Cook and State of ILLINOIS for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey By and Warrant S 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 3rd day of June, 1994, and known as Trust Number 4665, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED

COOK COUNTY  
RECORDER  
JESSE WHITE  
MAYWOOD OFFICE

941-70  
JOSHA J. PODUSKA  
ATTORNEY AT LAW  
6055 WEST IRVING PARK RD.  
CHICAGO IL 60634

SUBJECT TO

Real Estate Tax 13-18-409-019 and 13-18-409-022.

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 in said Trust Agreement to give, manage, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys and to make any subdivision or part thereof, and to redivide 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 mortgage, pledge or otherwise encumber said real estate, or any part thereof, in 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 periods or periods of time, not exceeding in the case of any single demise 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, to contract to make leases and to grant options to lease and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of proceeds of future rentals, to partition or in 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 waive any right, title or interest in or about or pertaining 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 all other purposes and 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, be required to see to it that the terms of this Trust Agreement have been complied with, or to 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 Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with 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, is made upon the express understanding and condition that neither Columbia National Bank 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 if done by it or its 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 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 assumed by said Trustee, or any successor in trust, or any other person in the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby first so appointed for such purposes, or as 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 in record of this Deed.

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 the earnings, profits 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 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 any extracts therefrom, as evidence that any transfer, mortgage 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 and releases 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 by execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 3rd day of June, 1994.

(SEAL) X Anna D. Moore (SEAL)  
ANNA D. MOORE (SEAL)

State of ILLINOIS County of COOK } ss. JOSEPH J. PODUSKA, a Notary Public in and for said County, in the state aforesaid, do hereby certify that ANNA D. MOORE, a Widow

OFFICIAL SEAL  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES FEB 11, 1995

personally known to me to be the same person whose name is is as declared to the foregoing instrument, appeared before me this day in person and acknowledged that, she signed, sealed and delivered the said instrument as her 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 3rd day

June, 1994  
Joseph J. Poduska  
Notary Public

Return to: Columbia National Bank of Chicago  
575 N. Dearborn Avenue  
Chicago, IL 60656  
ATTN: Trust Dept

6530 West Irving Park Road  
Chicago, Illinois 60634  
For information only insert street address of above described property.

TR3 CAJ

25<sup>EE</sup>

This space for affixing Illinois Real Estate Transfer Tax Act  
Exempt under Illinois Real Estate Transfer Tax Act  
Sec. 4, Par. E & Cook County Ord. 95104 Par. E, Cook County.  
Date 6-3-1994 Signed Joseph J. Poduska

Document Number



together with its undivided percent as Document Number 93337398 (excepting from said parcel all the property and space comprising all the units thereof as defined as set forth in said Declaration and Survey).

PARCEL 2:

Perpetual, non-exclusive easement for the benefit of Parcel 1 for ingress and egress over, along and upon the land, as set forth below, and further delineated in Exhibit "A" of Document Number 92607113, for driveways, walkways, common parking and park areas as created by Declaration of common easements and Maintenance Agreement dated August 7, 1992 and recorded August 14, 1992 as Document Number 92607113 by and among Parkway Bank and Trust Company as Trustee under Trust Agreement dated June 9, 1992 and known as Trust Number 10345, Parkway Bank and Trust

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

**0003**	
RECORDIN #	25.00
MAILINGS #	0.50
94543175 #	
SUBTOTAL	25.50
CHECKS	25.50

06/17/94

2 PURC CTR  
0002AMCN 12:17

WARRANTY DEED IN TRUST

94543175

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ANNA D. MOORE, a Widow of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant 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 3rd day of June 19 94, and known as Trust Number 4665, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED

COOK COUNTY RECORDER JESSE WHITE MAYWOOD OFFICE

MAR 10

JOSIAH J. PODUSKA ATTORNEY AT LAW 6059 WEST IRVING PARK RD. CHICAGO ILL 60634

SUBJECT TO

Real Estate Tax # 13-18-409-019 and 13-18-409-022

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 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 subdivide said real estate as often as deemed 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 in 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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, 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 purchase 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 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 might 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 any portion 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 it, his or their predecessor 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 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 thereto, or for injury to person or property happening in or about said real estate, and 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 purpose, 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 whatsoever 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 or any of them shall be only in the earnings, avails and proceeds arising from the use 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 in 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 to indicate thereon, 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, said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waive and release 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 has herunto set her hand and seal this 3rd day of June 19 94.

(SEAL) X Anna D. Moore (SEAL) ANNA D. MOORE (SEAL)

State of ILLINOIS, ss. JOSEPH J. PODUSKA, a Notary Public in and for said County, in County of COOK, the state aforesaid, do hereby certify that ANNA D. MOORE, a Widow

OFFICIAL SEAL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT 11, 1995

personally known to me to be the same person whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 3rd day of June 19 94. Notary Public

Return to: Columbia National Bank of Chicago 5250 N. Harlem Avenue Chicago, IL 60636 ATTN: Trust Dept

6530 West Irving Park Road Chicago, Illinois 60634 For information only insert street address of above described property.

94543175

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This space for Officing Notary and Revenue Stamp Exempt under Illinois Real Estate Transfer Tax Act Sec. 4, Par. E & Cook County Ord. 95104 Par. E, Cook County. Date 6-3-1994 Signed Jesse White

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

**0003**	
RECORDIN M	25.00
MAILINGS M	0.50
94543175 M	
SUBDTAL	25.50
CHECKS	<b>25.50</b>

00/17/94

2 PURC CTR  
0002AMCH 12:17

**94543175**

94543175

## LEGAL DESCRIPTION RIDER

### PARCEL 1:

Unit 604 in Merrimac Square Condominium III as delineated on a survey of the following described real estate: Lots 1 and 4 in Pontarelli Subdivision of Merrimac Square, a part of the fractional Southeast 1/4 of Section 18, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "B" to Declaration of Condominium made by Parkway Bank and Trust Company under Trust Agreement dated June 9, 1992 and known as Trust Number 10346 and recorded in the Office of the Recorder of Deeds of Cook County as Document Number 93337398 together with its undivided percent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined as set forth in said Declaration and Survey).

### PARCEL 2:

Perpetual, non-exclusive easement for the benefit of Parcel 1 for ingress and egress over, along and upon the land, as set forth below, and further delineated in Exhibit "A" of Document Number 92607113, for driveways, walkways, common parking and park areas as created by Declaration of common easements and Maintenance Agreement dated August 7, 1992 and recorded August 14, 1992 as Document Number 92607113 by and among Parkway Bank and Trust Company as Trustee under Trust Agreement dated June 9, 1992 and known as Trust Number 10345, Parkway Bank and Trust Company as Trustee under Trust Agreement dated November 5, 1991 and known as Trust Number 10176 and Parkway Bank and Trust Company as Trustee under Trust Agreement dated June 9, 1992 and known as Trust Number 10346.

### PARCEL 3:

The exclusive right to the use of Parking Space No. P-45, and Storage Space No. S-44, limited common elements as delineated on the survey attached to the Declaration aforesaid, recorded as Document Number 93337398.

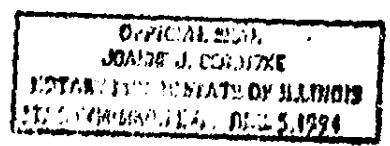
94543175

STATEMENT BY GRANTOR AND GRANTEE  
**UNOFFICIAL COPY**

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 of Illinois.

Dated 6-3, 1994 Signature: [Signature]  
Grantor or Agent

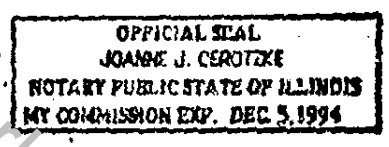
Subscribed and sworn to before me by the said Josiah J. Poulos this 3rd day of JUNE 1994.  
Notary Public [Signature]



The grantee or his agent affirms and verifies that 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 and hold title to real estate under the laws of the State of Illinois.

Dated 6-3, 1994 Signature: [Signature]  
Grantee or Agent

Subscribed and sworn to before me by the said Josiah J. Poulos this 3rd day of JUNE 1994.  
Notary Public [Signature]



NOTE: 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 the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

MAIL TO  
JOSIAH J. POULOS  
6059 WEST BRUNN PARK RD  
CHICAGO, IL 60634



94543175