

TRUSTEE'S DEED

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COOK COUNTY, ILLINOIS

94384403

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The above space for recorders use only

THIS INDENTURE, made this 25th day of April, 1994, between FIRST NATIONAL BANK OF NILES, ILLINOIS, a National Banking Association duly organized and existing under the National Banking Laws, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement dated the 1st day of November, 1990, and known as Trust No. 616 party of the first part, and LaSalle National Trust, N.A., as Trustee under T# 118731, Trust Agreement dated April 22, 1994 parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of -----Ten Dollars-----dollars, and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said parties of the second part, La Salle National Trust, N.A., as Trustee under T# 118731, the following described Trust Agreement dated April 22, 1994 real estate, situated in COOK County, Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED BY
FIRST NATIONAL BANK OF NILES
714 LINCOLN AVENUE UNIT 402
NORTON GROVE, ILLINOIS 60053

Together with the tenements and appurtenances therunto belonging, LaSalle National Trust, N.A. TO HAVE AND TO HOLD the same unto said parties of the second part, as Trustee under T# 118731 T/A dated 4-22-94, and to the proper use, benefit and behoof forever of said party of the second part. THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HERFIN. THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND INCORPORATED HEREIN BY REFERENCE.

SUBJECT TO: Restrictions, covenants and conditions appearing of record along with 1993 real estate taxes

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority therunto enabling, SUBJECT, HOWEVER, to the liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county, all unpaid general taxes and special assessments and other liens and claims of any kind, pending litigation, if any, affecting the said real estate; building lines, building, liquor and other restrictions of record, if any; party walls, party wall rights and party wall agreements, if any; Zoning and Building Laws and Ordinances; mechanic's lien claims, if any; easements of record, if any; and rights and claims of parties in possession.

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

FIRST NATIONAL BANK OF NILES as Trustee as aforesaid
By *Kathleen A. Nellen* ASST. TRUST OFFICER
Kathleen A. Nellen
Attest: *R.M. Schwelgerdt* EXEC. VICE PRES. SECRETARY

STATE OF ILLINOIS } ss the undersigned
COUNTY OF COOK } A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Kathleen A. Nellen and R.M. Schwelgerdt, Exec Vice President ASST. Trust Officer of FIRST NATIONAL BANK OF NILES and ~~Executive Vice President~~ of said Bank, respectively known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said Trust Officer did also then and there acknowledge that said Secretary, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
GLORIA D. JONES
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/26/97

[Signature]
Notary Public

FOR INFORMATION ONLY
INHERIT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
6411 Lincoln Avenue Unit 402
Morton Grove, Illinois 60053

BOX 333-CTI

DELIVERY TO: OR: RECORDER'S OFFICE BOX NUMBER
NAME: Peter M. Douel
STREET: One N. LaSalle # 2242
CITY: Chicago, IL 60602

VILLAGE OF MORTON GROVE REAL ESTATE TRANSFER STAMP
NO. 22564 AMOUNT \$67.00 DATE 4/25/94
ADDRESS 6411 LaSalle # 402
BY *[Signature]*

COOK COUNTY, ILLINOIS
6 2 3 3

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
68.50

94384403

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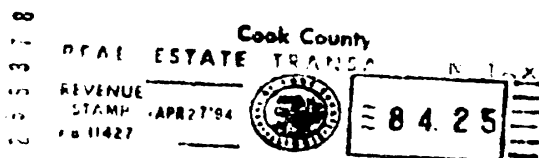
TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 195 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 partition or to exchange said property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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.



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ATTACHED TO AND BECOMING PART OF THE DEED ON UNIT 402 , IN THE MORTON HOUSE CONDOMINIUM:

PARCEL 1: Unit 402 in the Morton House Condominium, as delineated on a survey of the following described Real Estate: Lots "A" and "B" in the subdivision of Lots 1 and 2 in Block 1 in Morton Grove, being a Subdivision of the East 4.63 chains of that part of the Northeast quarter lying South of Gross Point Road and of the North 3 acres of the East 10 acres of the North half of the South East quarter of Section 19 and of that part of the Northwest quarter of Section 20, lying South of Gross Point Road and West of the Chicago Milwaukee and St. Paul Railroad all in Township 41 North, Range 13, East of the Third Principal Meridian, together with all of Lots 3,4 and 5 and that part of Lots 6,7,8,9,10 and 11 lying North of the North line of the South 120 feet of said Lots 6,7,8, 9,10 and 11 all in Block 1 in Morton Grove aforesaid all in Cook County Illinois which survey is attached as Exhibit "B" to the Declaration of Condo recorded as Document # 93730414 as amended from time to time together with its undivided percentage interest in the common elements in Cook County Illinois. **PARCEL 2:** The exclusive right to the use of parking garage units P13, P50 & P62 a limited common element as delineated on the survey attached to the aforesaid Declaration.

"Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein."

"This deed is subject to all rights, easements, covenants, conditions, restrictions, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein."

PERMANENT INDEX NUMBERS:

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