96077027

MANDATE OF MERNY

UNOFFICIAL COPY

The above space for recorders use only

19 94 , between PARKWAY May THIS INDENTURE MADE THIS 27 day se BANK AND TRUST COMPANY, a corporation of Illinois, as Trustee, under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in purpose of a Trust Agreement dated the , party of the first part, , 19 92 , and known as a Trust Number 10352 of June as Trustee under the and Richard T. McLean and Marilynn H. Mclean 19 91 an cember provisions of a Trust Agreement dated the 19 day of known as Tauthburker The Richard McLean Family Living Trust.

UNIT NO. 410, PARKING SPACE #8, STORAGE SPACE #5.

SER LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

10-31-101-0000 10-31-101-0008

119 31 - 101 -013

10-31-101 -014

War all a CHS

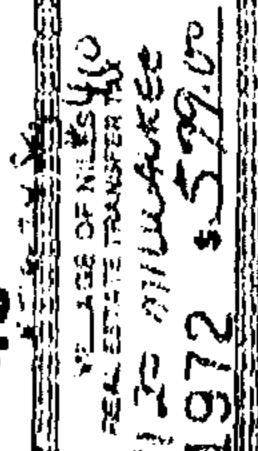
10-31-100003

COOK COUNTY, ILLINOIS FILED FOR RECORD

94 JUN 13 PM 3: 09

94519212

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE | 8 9. 0 0



To have and to hold the said premises with the appurtenances upon the trusts and for the users 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 such successor or successors in trust all of 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 possesion or reversion, by leases to commence in praesenti or futuro, and upon terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 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 or 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 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 there shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, he obligated to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or he obligated to see that the terms of this trust have been complied with, or to be obligated to inquire into the necessity or expediency of any act of said trustee, or he obligated 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 or 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 anad 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 successors in trust lave been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and oiligations of its, his or their predecessor in trust.

The interest of each and every beneficiary bereinder and of all persons claiming under them or any of them shall be only in the east shall said real each enterest in briefly in the east shall be personal property, and no beneficiary because; shall have any title or interest or controlled by declared to be personal property, and no beneficiary because; shall have any title or interest or controlled by the east of the personal property.

Unit <u>410</u> in the Park Place Condominiums as delineated on a survey of the following described land:

Parcel 1:
Lot 2, except therefrom that part which lies Northeasterly of the following described line:
Beginning at a point on the Northerly line of Lot 2 in the Subdivision of Lot 4 aforesaid, said point being 10 feet normal to the Northeasterly line of said Lot 2 extended Northwesterly; thence Southeasterly along a straight line to a point on the South line of said Lot 2 being a 6.92 feet West of South East corner of said Lot 2, all in the Subdivision of the part of Lot 4; in Circuit Court Partition of Lot 1 in Assessor's Division of the North 1/2 of Section 31, Township 41 North, Range 13, East of the Third Principal Meridian, lying East of Evergreen Avenue, in Cook County, Illinois

Parcel 2:
Lots 1 through 4, except that part of Lots 1 and 2 lying Northeasterly of the following described line:
Beginning at 1 point on the Northerly line of said Lot 1 in Ruesch's Milwaukee Avenue Subdivision being 3.35 feet West of the Northeast corner of said Lot 1; thence Southeasterly along a straight line through said Lots 1 and 2 in Ruesch's Milwaukee Avenue Subdivision to a point on the Northeasterly lot line of said Lot 2 in Ruesch's Milwaukee Avenue Subdivision, said point being 15 feet South of the Northeast corner of said Lot 2 (as measured along the said Northeasterly lot line of Lot 2), all in Ruesch's Milwaukee Avenue Subdivision of part of the Northwest fractional 1/4 of Section 31, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 3: The East 1/2 of vacated alley lying West of and adjoining Lots 1 through 4 aforesaid

Lots 5, 6, 7, 8, 9, 10, 11, 12 (excepting therefrom that part of Lot 12 described as follows: beginning of the Southeast corner of said lot, thence Westerly along the South line of Lot 12 for a distance of 20 feet; thence Northeasterly along a straight line to a point on the Northeasterly line of Lot 12, said point being 20 feet Northwest of the point of beginning measured along the Northeasterly line of said Lot 12, thence Southeasterly along said line to the point of beginning) and Lots 13, 14, 15, 16 and 17 in Ruesch's Milwaukee Avenue Subdivision of part of the North West Fractional Quarter of Section 31, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 5:
The East 1/2 of vacated alley lying West of and adjoining Lots 5 to 12 aforesaid, the West 1/2 of vacated alley lying East of and adjoining Lots 13 to 16 aforesaid, and all of vacated alley lying between Lots 16 and 17 aforesaid. Which survey is attached as Exhibit "A" to the Declaration of Condominium made by Parkway Bank and Trust Company, as Trustee under Trust Agreement dated June 15, 1992 and known as Trust Number 10352 recorded March 22, 1994 as Document 94258673 together with its undivided percentage interest in the common elements, in Cook County, Illinois

Also

The exclusive right to the use of Parking Space P $\frac{8}{2}$ and Storage Space S $\frac{5}{2}$ limited common elements as delineated on the survey attached to the Declaration aforesaid recorded as Document 94258673

Property of Coof County Clark's Office

ANY DEED TO AN INDIVIDUAL UNIT SHOULD_CONTAIN THE FOLLOWING LANGUAGE:

"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 ETIPULATED AT LENGTH HEREIN."

94519212

Property of Cook County Clerk's Office

PURPOSE OF RE-RECORDING DEED.

AT THE TIME OF CLOSING, PARKING SPACE NO. 8 WAS ISSUED TO THE OWNER OF UNIT 410 AT 7120 NORTH MILWAUKEE AVENUE, NILES, ILLINOIS 60714.

WE ARE RE-RECORDING THE DEED TO CONVEY PARKING SPACE NO. 10 TO SHOW OF RECORD, AND NOT PARKING SPACE NO. 8.

Property of County Clerk's Office

Property of County Clerk's Office Molpale & LERNER 6767 N MilWAUKEE 702 NILES 16 60714