

UNOFFICIAL COPY

00817386

6787024538 001 Page 1 of 4  
2000-10-18 14:35:55  
Cook County Recorder 27.50



Chicago Title Insurance Company

WARRANTY DEED  
ILLINOIS STATUTORY  
(Corporation to Individual)



GIT

GIT 4262575 3/3 mJ

3 tags

THE GRANTOR, POSEN PROPERTIES, INC., a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of \$10.00, in hand paid, and pursuant to authority given by the Board of Directors of said corporation, **CONVEY(S) and WARRANT(S)** to First Midwest Bank, Trust Co., as trustee under trust dated September 15, 1997 and known as trust number 97-6193 see Exhibit B attached hereto for trust language

(GRANTEE'S ADDRESS) 17500 S. Oak Park Ave., Tinley Park, Illinois 60477

of the County of Cook, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit: Lot 9 in Duskins First Subdivision in the West 5 Acres of the West 15 Acres of the Northwest 1/4 of the Southeast 1/4 of fractional Section 12, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**SUBJECT TO:** General taxes for 2000 and subsequent years, covenants, conditions, restrictions, easements of record and roads highways.  
Permanent Real Estate Index Number(s): 28-12-400-027  
Address(es) of Real Estate: California, Posen, Illinois  
(vacant)

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 President, and attested by its VICE PRESIDENT this 13th day of October, 2000.

By Dennis I. Hartwig

Attest

Jan E. Welsh, Jr.  
VICE PRESIDENT

\* This deed is being recorded

in conjunction with 00817385  
as document No. 00817385

Transfer stamps are affixed hereto

**UNOFFICIAL COPY**

STATE OF ILLINOIS, COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY**, that DENNIS C. HARWIG, personally known to me to be the PRESIDENT of the ROSEN PROPERTIES INC, and JOHN E. WELSH JR., personally known to me to be the VICE PRESIDENT of said corporation, and personally known to me to be the same person(s) whose name(s) are subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such PRESIDENT and VICE PRESIDENT 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 13<sup>th</sup> day of OCTOBER 2000



*[Handwritten Signature]*

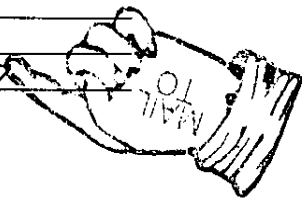
(Notary Public)

~~EXEMPT UNDER PROVISIONS OF PARAGRAPH SECTION 31 - 45, REAL ESTATE TRANSFER TAX LAW~~  
DATE: 10/13/00

*[Handwritten Signature]*  
Signature of Buyer, Seller or Representative

Prepared By: John L. Janczur  
140 S. Dearborn Street, #1610  
Chicago, Illinois 60603-5202

Mail To: DAVID L. ANDERS  
16860 S. OAK PARK  
TINLEY PARK IL 60477



Name & Address of Taxpayer:  
SCOT VANENBERG  
7812 PARK CENTRAL DR. N.  
TINLEY PARK IL 60477

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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, to vacate any subdivision or part thereof, 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 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 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 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 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 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 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 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, in relation to said real estate, or to whom 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, 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 or 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, 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, 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 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 or 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee 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.

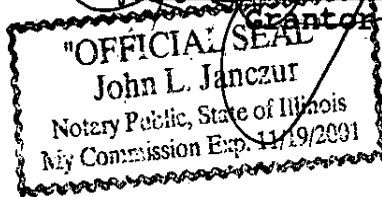
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## STATEMENT BY GRANTOR AND GRANTEE

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: 10/13/00

Signature: [Signature]  
Grantor or Agent



Subscribed and Sworn to before me this 13<sup>th</sup> day of OCTOBER, 1992

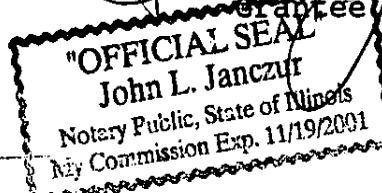
[Signature]  
Notary Public

My commission Expires: 11/19/01

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: 10/13/00

Signature: [Signature]  
Grantee or Agent



Subscribed and Sworn to before me this 13<sup>th</sup> day of OCTOBER, 1992

[Signature]  
Notary Public

My commission Expires: 11/19/01

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.

(Attached 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.)