



Deed in Trust

WARRANTY DEED

OLD KENT

3101 West 95th Street
Evergreen Park, Illinois 60805
(708) 422-6700

This Indenture Witnesseth, That the Grantor, Aaron M. Gothelf and Susan A. Gothelf,
Husband and Wife

of the County of Cook and State of Illinois for and in consideration of TEN (\$10.00) and no/100 Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto FIFTH THIRD BANK, a Michigan Banking Corporation successor to Old Kent Bank into the Old Kent Bank, a state banking association existing under and by virtue of the laws of the United States of America, its successor or successors as Trustee under the provisions of a trust agreement dated the 14th day of May, 2001 known as Trust Number 16938 the following described real estate in the County of Cook and State of Illinois, to-wit:

3
MR

COOK COUNTY
REAL ESTATE TRANSACTION TAX

COUNTY TAX



MAY.31.01

REVENUE STAMP

0000019978

REAL ESTATE TRANSFER TAX
0008900
FP326665

AS PER ATTACHED
STATE OF ILLINOIS

STATE TAX



MAY.31.01

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000020067

REAL ESTATE TRANSFER TAX

0017800

FP326652

Property Address: 9935 Constitution Court, Orland Park, IL 60462

Permanent Tax Identification No(s): 27-16-405-020-0000

Grantee's Address: 3101 West 95th Street, Evergreen Park, Illinois 60805

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 in 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 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.

ATGF, INC.

1203521/2

UNOFFICIAL COPY

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 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 land 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 the said grantor S 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 S aforesaid have hereunto set their hands and seal S this _____ day of May A.D. 2001 YEAR
(SEAL) Aaron M. Gothelf Susan A. Gothelf (SEAL)
Aaron M. Gothelf Susan A. Gothelf
(SEAL) _____ (SEAL)

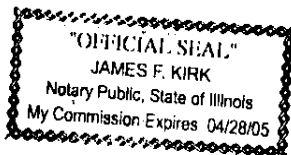
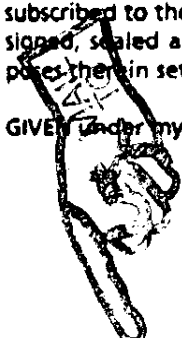
NOTE: PLEASE TYPE OR PRINT NAME BELOW ALL SIGNATURES.

State of ILLINOIS
County of COOK

I, JAMES F. KIRK a Notary Public in and for said County, in the State aforesaid, do hereby certify that AARON M. GOTHELF AND SUSAN A. GOTHELF, Husband and wife

personally known to me to be the same person a whose name a are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 seal this 22 day of May A.D. 2001 YEAR



[Signature]
Notary Public

Impress seal here

My commission expires _____

Mail recorded instrument to:
Fifth Third Bank, Trust #16938
3101 West 95th Street
Evergreen Park, IL 60805

Mail future tax bills to:
Virginia S. Cappas
9938 Constitution Ct
Orland Park, IL 60462

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Legal Description:

PARCEL 1: The easterly 32.50 feet of the following described parcels: Commence at the Southwest corner of Lot 6; thence north 89 degrees 48 minutes 43 seconds east along the south line of said Lot 6, 51.40 feet; thence North 00 degrees 10 minutes 05 seconds east 8.20 feet, for the point of beginning; thence continue north 00 degrees 10 minutes 05 seconds east, 79.00 feet thence south 89 degrees 49 minutes 55 seconds, 181.50 feet; thence south 00 degrees 10 minutes 5 seconds west, 79.00 feet; thence north 89 degrees 49 minutes 55 seconds west, 181.50 feet, to the point of beginning; all being in Centennial Village Unit 1, a Planned Unit Development, being a subdivision of part of the southeast 1/4 of Section 16, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Easement appurtenant to and for the benefit of Parcel 1, aforesaid, as set forth in the Declaration of Easements, Covenants, Conditions, and Restrictions for Centennial Village Unit 1, a Planned Unit Development, recorded April 5, 1993, as Document No. 93247499 for ingress and egress, in Cook County, Illinois.

Property of Cook County Clerk's Office