

UNOFFICIAL COPY

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6727/0069 27 001 Page 1 of 4  
2001-08-03 10:35:36  
Cook County Recorder 27.00

WARRANTY DEED  
IN TRUST



The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Anthony Perino  
whose address is 720 Plainfield Road, Willowbrook, Illinois  
of the County of DuPage and State of Illinois for and in consideration  
of the sum of Ten Dollars  
Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of  
which is hereby duly acknowledged, Convey        and Warrant        unto State Bank of Countryside, a  
banking corporation duly organized and existing under the laws of the State of Illinois, 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 First day of July,  
1987 and known as Trust Number 87-321, the following described  
real estate in the County of Cook and State of Illinois, to-wit:

MS  
DZ  
7941560

4

THE WEST 150.00 FEET OF THE NORTH 45.88 FEET OF THE EAST 1/2 OF  
THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

*This Is Not Homestead Prop.*

SUBJECT TO

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 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 re-subdivide 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 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 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

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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 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 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 thereafter.

In no case shall any party dealing with the 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 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither State Bank of Countryside, 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 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said State Bank of Countryside 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 a copy thereof, or any extracts therefrom, as evidence that any transfer, charge 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 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.

Document Number

STATE TAX

STATE OF ILLINOIS



AUG.-2.01


REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000012583

REAL ESTATE TRANSFER TAX
00180.00
FP 102808

COUNTY TAX

COOK COUNTY  
REAL ESTATE TRANSACTION TAX



AUG.-2.01

REVENUE STAMP

# 0000012602

REAL ESTATE TRANSFER TAX
00090.00
FP 102802

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In Witness Whereof, the grantor, Anthony Perino, aforesaid has hereunto set his hand unto this Warranty Deed In Trust this 1st day of April, 2001.

By: [Signature]  
Anthony Perino

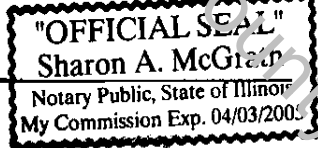
State of Illinois )  
                          )     SS.  
County of Cook    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony Perino personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal, this 1st day of April, 2001.

[Signature]  
Notary Public

Commission expires: \_\_\_\_\_



Mail to:  
  
George J. Arnold  
Sosin and Lawler, Ltd.  
Attorneys At Law  
11800 South 75<sup>th</sup> Avenue  
Suite 300  
Palos Heights, Illinois 60463-1033

This instrument prepared by:  
  
David L. Shaw,  
Shaw Gussis Domanskis Fishman & Giantz, L.L.C.  
1144 West Fulton Street, Suite 200  
Chicago, Illinois 60607.

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

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DAVID L. SHAW, being duly sworn on oath, states that he resides at 205 MAPLE AV HICKMAN PK IL, and that the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons: (CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DEED OR LEASE.)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access.
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

[Signature]

Subscribed and Sworn to before me

this 27 day of July, 192001.

Erika J. Kedzierski  
Notary Public

