

DEED IN TRUST

THE GRANTOR, **Diane M. Higgins** (a widow not since remarried), 2538 W. 118th Street, Chicago, Illinois 60655 and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, CONVEYS and QUIT CLAIMS to:



THE ABOVE SPACE FOR RECORDER'S USE ONLY

Diane M. Higgins trustee under the terms and provisions of the **DIANE M. HIGGINS TRUST** dated February 21, 2002

and to any and all successor Trustee(s) appointed under said Trust Agreement, or who may be legally appointed, the following described real estate:

LOT 13 IN BLOCK 18 IN HAROLD J. MC ELHINNY'S 1ST ADDITION TO SOUTHTOWN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, LYING EAST OF THE BALTIMORE AND OHIO CHICAGO TERMINAL TRANSFER COMPANY IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): **24-24-412-013-0000**

Street Address: **2538 W. 118th Street, Chicago, IL 60655**

TO HAVE AND TO HOLD this real estate and appurtenances thereto upon the trusts set forth in the **DIANE M. HIGGINS TRUST** dated **February 21, 2002** for the following uses:

Receipt under ILCS 200/31-45(e)
February 21, 2002
John E. Altem
Representative

1. The Trustee (or Trustees, as the case may be), is invested with following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof; (b) to sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee; (c) to mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans; (d) to dedicate parks, street, highways or alleys, and to vacate any portion of the premises; (e) to lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in

accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is, executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale of other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title interest therein, legal or equitable, except as stated.

4. If the Trustee dies, resigns, refuses or is unable to act, then Jean M. Higgins then appointed as Successor Trustee herein with all powers and authority that were vested in the original named Trustee(s).

All the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note in the Certificate of Title, duplicate thereof, or memorial the words "in trust" or "upon condition", or "with limitation", or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantor hereby waives and releases any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

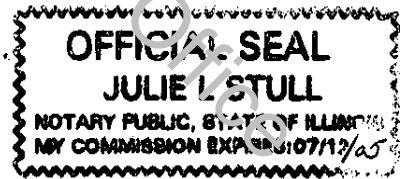
DATED this February 21, 2002

Signature lines for Diane M. Higgins. Includes handwritten signature and printed name: Diane M. Higgins. Name (Typed or printed)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that the above personally known to me to be the same whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged signing, sealing and delivering said instrument freely and voluntarily 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 February 21, 2002.

Commission expires July 12, 2005. Notary Public signature line for Julie L. Stull.



This instrument was prepared by John E. Ahern, Attorney, 10829 S Western Ave., Chicago, IL 60643 (Name and Address)

RETURN THIS DEED TO:

SEND SUBSEQUENT TAX BILLS TO:

Name: John E. Ahern, Attorney
Address: 10829 S. Western Ave.
City, State, Zip: Chicago, IL 60643-3225

Name: Diane M. Higgins
Address: 2538 W. 118th Street
City, State, Zip: Chicago, IL 60655

UNOFFICIAL COPY

20223697

STATEMENT BY GRANTOR AND GRANTEE

The grantor(s) or grantor's 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: February 21, 2002 Signature: *Jim E. Alton*
Grantor or Grantor's Agent

Subscribed and sworn to before me this day.

Notary Public: *Julie L. Stull*

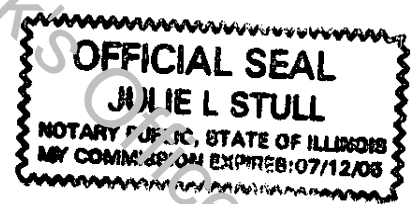


The grantee(s) or grantee's agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: February 21, 2002 Signature: *Jim E. Alton*
Grantee or Grantee's Agent

Subscribed and sworn to before me this day.

Notary Public: *Julie L. Stull*



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 a Class A misdemeanor for subsequent offenses.

(Attach 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 Act.)

UNOFFICIAL COPY

Property of Cook County Clerk's Office