62-00640 UN

## UNOFFICIAL COP \$41411

2696/0071 20 001 Page 1 of 3 2002-03-26 10:37:03

Cook County Recorder

25.50

## WARRANTY DEED

THE GRANTOR(S), John C. Grafft, divorced and not since remarried, of the County of Lake, State of Illinois for and in consideration of Ten (\$10.00) and other good and valuable consideration in hand paid CONVEY(S) AND WARRANT(S) to

0020341411

Marquette Bank, as trustee under trust dated 2/27/02 and known as number 16137 6155 S. Pulaski Road, Chicago, IL 60629

the real estate described on the attached paged in Exhibit "A" made a part of this instrument situated in the County of County

Known as: 4433 N. St. Louis

P.I.N.: 13-14-223-009

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. To have and to hold said premises to ever.

See Exhibit B attached hereto and made i part hereof for additional trust language.

Dated this date: February 27 , 2001.

John/C. Grafft

State of Illinois

S.S.

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DC HEREBY CERTIFY that John C. Grafft 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 acknowledge that he signed and 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 27th day of February

XXXX 2002.

Deph Witherh

"OFFICIAL SEAL"

JOSEPH J. PUTNICK

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 9/23/2005

This instrument prepared by Joseph J. Putnick, 221 N. LaSalle St., Chicago, Illinois, 60601 (312-372-3798)

Mail to:

Send Tax Bills to:

LAWYERS TITLE INSURANCE CORPORATION

20341411

Exhibit A

SCHEDULE A CONTINUED - CASE NO. 02-00640

LEGAL DESCRIPTION:

LOT 32 IN BLOCK 2 IN F.G. ANDERSON'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST J. 4 OF PRINCIPA

CONTROL CONT 1/4 OF THE SOUTHWLST 1/4 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIPD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Dept. of Revenue

273427

Transfer Stamp \$1,087.50

03/21/2002 15:11 Batch 05033 38

SCHEDULE A - PAGE 2

COOK COUNTY COUNTY TAX HAR. 21.02

REAL ESTATE 0000074633 TRANSFER TAX 0007250 FP326670

STATE OF ILLINOIS STATE TAX HAR 121.02

**REAL ESTATE** TRANSFER TAX 0014500 FP326669

## **UNOFFICIAL COPY**

EXHIBIT B

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 omes 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 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 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and bin in 3 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 filling 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.