UNOFFICIAL CONSTRAINT ON Page 1 of

2002-05-21 15:14:28

Cook County Recorder

31.50

WARRANTY DEED

INDENTURE MADE THIS DAY OF February, 2002, BETWEEN Philip Klein, a married man, of 1222 Violet Lane, Batavia Illinois 60610, both individually, and as Independent Administrator of the Estate of William Klein, deceased, (herein referred to as "Grantor"), and State Bank of Countryside, as Trustee order Trust Agreement Dated 10/22/90 (Trust # 90-994) (hereinafter "Grantee")



WHEREAS, the undersigned Grantor individually, has been vested with legal title in and to the following described REAL Property located in Cook County, Illinois, as an heir of Augusta Subert, deceased, and

WHEREAS, the undersigned Grantor
has further joined in and executed this
instrument as Independent Admiristrator
of the Estate of William Klein, deceased
who died a resident of Cook County
Illinois on December 3, 2000, and which deceased was an heir of
Augusta Subert, deceased, and

(p

WHEREAS, the undersigned, as Independent Administrator of the Estate of William Klein, is empowered to sell and convey any interest of the deceased, in and to Real Property, without a specific COURT ORDER, and the undersigned has been duly appointed as Independent Administrator of the Estate of William Klein by Court Order duly entered on the 5th day of January, 2001, under Case Number 00 P 10799, and the undersigned has otherwise fulfilled his duties as Independent Administrator and has agreed to Sale of the following described real property for the sum of \$150,000.00 to the Grantee herein named, and

WHEREAS, the undersigned Grantor, individualy, has executed a contract for the Sale and Purchase of the following described Real Property with the Grantee hereinafter named, and

WHEREAS, the undersigned has been named as Grantee in various Quitclaim Deeds executed by other heirs of Augusta Subert, deceased, aforesaid, and holds the entire fee simple title to the property hereinafter set forth,

NOW THEREFORE, the undersigned Grantor, for and in consideration of the Sum of Ten Dollars plus other valuable consideration in hand paid, receipt of which is hereby

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WARRANTY DEED

KLEIN DEED

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acknowledged, does hereby CONVEY AND WARRANT to:

STATE BANK OF COUNTRYSIDE, AS TRUSTEE, AND IN TRUST UNDER A CERTAIN TRUST AGREEMENT DATED 10/22/90 AND KNOWN AS TRUST NO: 90-994, SUBJECT TO TERMS/CONDITIONS ON EXHIBIT B HERETO

the following described REAL PROPERTY:

### SEE ATTACHED LEGAL DESCRIPTION on EXHIBIT A

Common Address of Property:

PIN: 28-14-300-008

Subject to (a) General real estate taxes not yet due and payable as of the date hereof; (b) Easements; (c) Building Lines; (d) Zoning Laws and Ordinances; (e) restrictions, conditions or covenants of record; (f) Easements of record.

To HAVE AND TO HOLD the said premises with the appurtenances attached thereto, unto the Grantees, and their successors and assigns.

THIS IS NON HOMESTEAD PROPERTY AS TO THE GRANTOR OR NOTE: GRANTOR'S SPOUSE.

In WITNESS WHEREOF, the Grantor has affixed his signature to this instrument on the 1914 day of February, 2002.

Philip KYein Independent Administrator of the Estate

of William Klein Deceased

Philip/Klein, individually

STATE OF <u>Illinois</u>)

) ss.

COUNTY OF Dupage

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Philip Klein, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his individual capacity and also in his capacity as INDEPENDENT EXECUTOR of the Estate of William Klein, Deceased, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of Elizabeth

(Notary Public)

"OFFICIAL SEAL" WILLIAM E. BOYLAN Notary Public. State of Illinois My Commission Expires 01/05/06 \*\*\*\*\*\*\*\*\*\*\*\*\*\*

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Warranty Deed

KLEIN DEED

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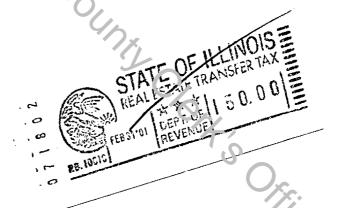
This Document was drafted by:

William E. Boylan 1607 E. Taft Wheaton Il 60187

After Recording Send to:

John C. Gilfin 01-1167 1072 S. Roberts Road 1905 Hills, IL60465 Aills to:

MARKHAM, TO STA ST





# UNOFFICIAL COPPOSTOR

#### EXHIBIT A

The East Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Fractional Section 14, Township 36 North, Range 13, East of the Third Principal Meridian, and North of the Indian Boundary Line, in Cook County, Illinois.

28-14-300-002 28-14-300-008 Commonly Known As: 3916 W. 154th Place

Markham, Illinois 40426

Property of Cook County Clark's Office

SUBJECTTO

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 baid real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdiffision 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 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 essements 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 : (all other ways and for such other considerations as it would be lawful for any person owning the same to class with the same, whether similar to or different from the ways above specified, at any time or times there iter.

In no case short any party dealing with the Trustee, or any successor in trust, in relation to said real estate, or to who in a lid real estate, or any part thereof shall be conveyed, contracted to be sold, leased or mortgaped by sail. Tustee, or any successor in trust, be obliged to see to the application of any purchase money, rent, or increy 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 sair Trustee, or be obliged or privileged to inquire Into any of the terms of said Trust Agricument; and every deer, must 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 tavor of every person (including the Registra, 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 firstill 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 ill a mindments 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 of so, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors, in trust, that such successors 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 predecesso, in in at.

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 this 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 eaid real estate or under the provisions of this Deed or said Trust Agreement of 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. An iconarct, 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 the international content in the name of the then beneficiaries under said Trust Agreement as the international content in the name of the then beneficiaries under said Trust Agreement as the international content in the actual possession of the Trustee shall have no obligation whose ever with respect to any such contract, obligation or indebtedness except only so far as the trust propert and funds in the actual possession of the Trustee shall be applicable for the payment and discharge the eoft. All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition them 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 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.

Affidavit - Metes and Bounds NOFFICIAL CO STATE OF ILLINOIS COUNT STATE OF ILLINOIS COUNTY OF COOK ) AFFIDAVIT -METES AND BOUNDS (Reserved for Recorder's Use Only) PHILIPILLEIN, By: William Boylon aborney in Fret being duly sworn on oath, That the attached deed is not in violation of Section 205/1 of Chapter 765 of the Illinois Compiled Statutes for one of the following reasons: 1. The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access. 2. The division is of lots or blocks of less than one 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 is between owners of adjoining and contiguous land. 4. The conveyance is of parcels of land or interest; therein for use as right of way for railroads or other public utility facilities, which does not involve any new street or easements of access. 5. The conveyance is of land owned by a railroad or othe, public utility which does not involve any new streets or easements of access. 6. The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use. 7. The conveyance is made to correct descriptions in prior conveyances. 8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving ant new streets or easements of access. 9. The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor. The conveyance is of land described in the same manner as title was taken by grantor(s). THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CIRCLED. AFFIANT further states that he/she makes this affidavit for the purpose of inducing the Recorder of DuPage County, State of Illinois, to accept the attached deed for recording. SUBSCRIBED AND SWORN TO before me / Sex LOPEICIAL SEAL

Notary Public, State of Illinois My Commission Exp. 12/19/2005

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