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DEED IN TRUST - WARRANTY

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Cook County Recorder

28.50

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, SAM'S BURBANK GAS INCORPORATED, an Illinois corporation, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and WARRANT unto

EUGENE GENE" MOORE

**MARKHAM OFFICE** 

Chicago Title Lana Trust Company, T/U/T Agreement dated June 27, 1995 and known as trust number 1102115, a National Banking Association whose address is 171 N. Clark, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 27th day of <u>June</u>, 2002, and known as Trust Number <u>1102115</u>, the following described real estate situated in Cook County, Illinois to wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As: 5049 79th PURBANK, ILLINOIS 60459

Property Index Number: 19-33-202-001-0000 19-33-208-002-0000

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. THE TERMS AND CONDITIONS APPEARING ON THE FEVERSE SIDE OF THIS INSTRUMENT ARE MADE

A PART HEREOF.

And the said grantors hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise

IN WITNESS WHEREOF, the grantors aforesaid have hereun: this Meir hands and seal

SAM'S BURBANK GAS INCORPORATED

BY:

(SEAL)

STATE OF ILLINOIS) I, Phillip I. Rosenthal, a Notary Public is and for COUNTY OF COOK ) said County, in the State aforesaid, do hereby certify SAM'S BURBANK GAS INCORPORATED, an Illinois, are personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered of said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release, and waiver of the right philomostordundelings use ALEXANDER President, Rahelomme Aller

GIVEN under m

PANGLIPT ROSENTHALS

**NOTARY PUBLIC, STATE OF ILLINOIS** Y COMMISSION EXPIRES: 10/24/03

day/ September, 2002.

PUBLIC

Prepared By: Phillip I. 3700 W. Devon, Suite E, Lincolnwood Rosenthal IL 60712 Po. Pox U Libertruille ITI. 60048

MAIL TO: Chicago Title Land Trust Co

Full power and authority is hereby granted to said trustee to improve, the full power and authority is hereby granted to said trustee to improve, to vacate any subdivision or party real estate or any part thereof, to dedicate parks, streets highways or alleys, to vacate any subdivision or party 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 an without consideration to convey said real estate or 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 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 present or in futuro, and upon any terms and to rextend leases upon any terms and for any period or periods of time and to amend, change or modify leases and or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and to lease and options 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 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 said real estate, or any part thereof, and to deal with said real estate and every part thereof in all other ways and for estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for estate or any part thereof, and to deal with said real estate any time or times 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 considered on said real estate, or be obliged to see that the terms of this trust have been complied with, or be colliged to inquire into the authority, necessity or expediency of any act of said trustee, or be obliged or provileged to inquire into any of the terms of said Trust Agreement; and every deed trust deed, trust deed, mortgage lease or other instrument executed by said Trustee, or any successor in trust, trust 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 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, conditions and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, mortgage or other instrument authorized and empowered to execute and delives 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 and (d) if the conveyance is made to a successor or successors in trust, that such successor, authorities, 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 preferessor in trust.

This Conveyance is made upon the express und standing and condition that neither Chicago Title Land Trust Company of Chicago, individually or as Trustee ,nor its successor or successors in trust shall incur any personal Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 provision 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 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 accorney-in-fact, hereby irrevocably appointed for of the then beneficiaries under said Trust Agreement as their accorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own rame, as Trustee of an express trust and not such purposes, or at the election of the Trustee, in its own rame, as Trustee of any such contract, obligation, individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation and obligation whatsoeve

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, 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 Chicago Title Land Trust Company of Chicago the entire legal and equitable 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, commondate, 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 in such case made and provided.

City of Burbank

\$3125.00 Three ThousandOne Hundred Twenty Five

9/30/03

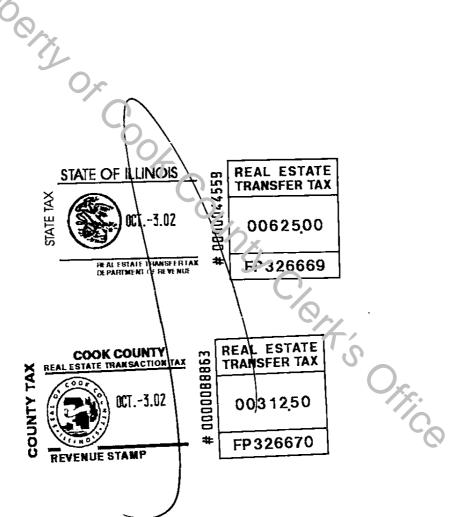
Hudrall Real Estate Transaction Stamp

holly hudnall, clerk's office

## LEGAL DESCRIPTION

LOTS 7 AND 8 IN BLOCK 1 IN GOLFMOOR, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-33-208-001-0000 19-33-203-002-0000



## **UNOFFICIAL COPY**

Property of Coot County Clert's Office