

## UNOFFICIAL COPY123999

9295/0117 82 002 Page 1 of 4 2002-10-15 12:26:21

Cook County Recorder

30.50

### Trustee's Deed In Trust

This indenture made this 31st day of July, 2002, between Fifth Third Bank, Successor to Old Kent Bank, as successor to First National Bank of Evergreen Park, Trustee under the provisions of a deed or deeds in trust, d ily recorded and delivered in pursuance of a trust agreement dated the 25th day of January, 1971 and known as Trust



COOK COUNTY

RECORDER

EUGENE "GENE" MOORE

BRIDGEVIEW OFFICE

#2137, party of the first part, and SUBURBAN BANK & TRUST CO., TRUSTEE UNDER TRUST AGREEMENT KNOWN AS 7. PUST NO. 74-3223 AND DATED JUNE 27, 2002, party of the second part.

Address of Grantee(s): 10312 S. Cic(ro. Oak Lawn, IL 60453

Witnesseth, that said party of the first part, in consideration of the sum of Ten (\$10.00) dollars, and other good and valuable considerations in hand paid, does here'by Convey and Quit-Claim unto said party of the second part, the following described real estate, situated in Cook Courty, Illinois, to-wit:

LOTS 1 TO 12 INCLUSIVE IN BLOCK 5 IN CICERO CARDENS, A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 10415 S. Cicero Avenue, Oak Lawn, IL 60453 PIN #:

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part. TERMS AND CONDITIONS ATTACHED TO THIS INSTRUMENT ARE MADE A PART HEREOF.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) or record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery here (i.

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its Vice President & Trust Officer and attested by its Land Trust Officer, the day and year first above written.

Fifth Third Bank

As Trustee as Afgresaid

By

Vice President & Trast Officer

Attest:

Manay Abdiquire

30

# UNOFFICIAL CORY 123999 Page 2 of

State of Illinois }
County of Cook }
ss.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Gregory A. Siss, Vice President & Trust Officer and Nancy Rodighiero, Assistant Trust Officer of Fifth Third Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of August, 2002.

Notary Public

THERESA DE VRIES
NOTARY PULLIC, STATE OF ILLINOIS
MY COMMISSION E PREBIO7/29/03

Exemple Cor provintons of Paragraph. E. Section 4. R.E. Transfer Parchet

Date

Buyer-Spile of Representative

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, 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 195 years, and to renew or extend leases upon any terms and for any period or periods of time and to a nend, change, or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make lesses 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 property, 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 premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lay ful 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 hereafter.

In no case shall any party dealing with said trustee in relation to said premises or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money ocrrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be bliged to inquire into the 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 sa.d trustee in relation to said real estate shall be conclusive evidence in favor of every person 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 ir accordance with the trust, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empoyered 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.

The interest of each and every beneficiary hereunder 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 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 trustee, 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 lands 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.

Prepared by: Fifth Third Bank

Mail Recorded Deed to: Suburban Bank & Trust Co. 10312 S. Cicero Ave., Oak Lawn, IL 60453

Mail Property Taxes to: Spiro Gofis, Demetri Gofis & Andrew Gofis, 10415 S. Cicero Ave., Oak Lawn,IL 60453

## UNOFFICIAL COPY 23999 Page 4 of 4

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

#### **AFFIDAVIT**

To the best of his knowledge, the name of the grantor 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 in 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.

Grantor-Attorney

SUBSCRIBED and SWORN to

before me this My day

2002

Notary Public

"OFFICIAL SEAL"
SUSAN ZEMAITIS

Notary Public, State of Illinois My Commission Expires 09/06/2005

The name of the grantee shown on the deed or assignment of beneficial interest in the 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 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.

Grantee-Attorney

SUBSCRIBED and SWORN to

before me this

<u></u> day

 $\sqrt{y}$ 

Notary Public

"OFFICIAL SEAL" SUSAN ZEMAITIS

Notary Public, State of Illinois My Commission Expires 09/06/2005