# UNOFFICIAL COPY

#### **QUIT CLAIM DEED IN TRUST**

MB Financial Bank, N.A. 1200 North Ashland Avenue Chicago, 1L 60622 Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 08/27/2003 10:34 AM Pg: 1 of 4

THIS INDENTURE WI	FNESSETH, That the Grantor, <b>J</b> E	RRY J. CAIRO;	and
JOSEPH C	CAIRO; and MARY L.	CAIRO	!
of the County of	OOK and State of	IL	, for and in consideration of the sum of
	/410 001		), in hand paid, and of other
good and varente consi	derations, receipt of which is hereby of	duly acknowledged, Convey	and Quit Claim unto
MB Financial Bank, N.	A., a National Banking Association,	whose address is 1200 Nort	th Ashland Avenue, Chicago, Illinois, as
Trustee under the provisi	v as of a certain Trust Agreement, date	ed the 29 day of	May .20 _ ABand known
as Trust Number3	12.05_, the following described rea	al estate in the County of	Cook and State of Illinois,
to-wif:	Ox		IANT TO SECTION 1-11-5 DRTON GROVE REAL ESTATE TRANSFER STAMP
Legal Description:	· C	EXEMPTION NO	04988 pare 26-03
	ATTACHED AS EXACT	BIT A BY 10	25 LYONS (VOID IF DIFFERENT FROM DEED)
PIN:0	9-13-203-005-0000		
SUBJECT TO:		<u>C'</u>	<u> </u>
		0/	:

TO HAVE AND TO HOLD the said real estate with the appurtenances, apon 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 subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision 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 a just all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encuriorer said real estate, or any part thereof, to lease said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, or leases to commence in praesent or in future, and upon any terms and for any period or periods of time and to amend, change or mochriblease and options to renew leases and options to heave and 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 a nount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property or can easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to and 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 consider or as 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 times hereafter.

In no case should 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 of 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 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, 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 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.

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This conveyance is made upon the express understanding and condition that neither MB Financial Bank, N.A., 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 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 Frustee in connection with said real estate may be entered into by it, 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 tiling 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 tide or interest, legal or equitable, in it

or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the s. Grantor hereby expressly waive 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.
In Witness Whereof the grantor <a>S</a> aforesaid has <a>hereunto set</a> <a>hand</a> <a>and Seal</a>
this day of
(SEAL)
State of
Jessy J. Caro Mary & Caro and
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
This instrument was drafted by  Given under my hand and notarial seal this 21 days 2003.  Motary Public
OFFICIAL SEAL JANICE L. BERMAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1-24-2005
MB Financial Bank, N.A.  1200 NORTH ASHLAND AVENUE: For information only insert property address CHICAGO, IL 60607

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### STATEMENT BY GRANTOR AND GRANTEE

The grantor or his 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 real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated	A Le
9	Grantor or Agent
Subscribed and sworn to before	OFFICIAL SEAL  RAINER KRAUTWALD  MY COMMUNICATION OF THE PROPERTY OF THE PROPE
me by the said this Olday of SUNE 23.	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-24-2007
Notary Public Janu Kraniwa	2007 }
The arantee or his agent affirms and verifies:	that the name of the arantee shown

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust 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.

	7 4
Dated 6/2/ .2003 Signature:	d 20 -
	Offcontee or Ageni
Subscribed and sworn to before me by the said	OFFICIAL SEAL RAINER KRAUTWALD NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-24-2007

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 of 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 Tax Act.)