

# UNOFFICIAL COPY



Doc#: 0326150203  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/18/2003 02:34 PM Pg: 1 of 4

## WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor(s), ANDREW P. KRUZEL and PAMELA G. KRUZEL, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100ths Dollars (\$ 10.00), in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, Convey(s) and Warrant(s) unto the First American Bank, an Illinois Banking Corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 8th day of December, 1987, and known as Trust Number 87-55, the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit 10-1F together with its undivided percentage interest in the common elements in Brandenberry Park East Condominium as delineated and defined in the Declaration recorded as Document No. 25108489, in the Southeast 1/4 of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 2408 Brandenberry Ct., Unit 10-1F, Arlington Hts., IL 60004

Permanent Index Number: 03-21-402-014-1293

### SUBJECT TO:

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and 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 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 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

*H. P. ...*

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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 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 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 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 (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, 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.

This conveyance is made upon the express understanding and conditions that neither the First American Bank, 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 in or about the said real estate or as a result of any operations conducted on or any contamination of, on or about said real estate, including, without limitation, any injury or damage associated with or resulting from the environmental condition of said real estate, such operations or any substance thereon or the release or threat of release of any substance therefrom, 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 filing for record of this Deed. The Grantor(s) and each and every beneficiary shall indemnify, defend, protect and hold harmless the Trustee, its officers, directors, employees, agents, successors and assigns from any and all claims, penalties, fines, judgments, forfeitures, losses, costs, expenses (including reasonable attorneys' fees) and other liabilities associated with and such injury or damage.

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 the First American Bank 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(s) hereby expressly waive(s) and release(s) 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 sales on execution or otherwise.

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In Witness Whereof, the grantor s aforesaid ha ve  
 hereunto set their hand<sup>s</sup> and seal<sup>s</sup>  
 this 17<sup>th</sup> day of September 19 2003  
[Signature] [SEAL] Pamela G. Kruzel [SEAL]  
 ANDREW P. KRUZEL [SEAL] PAMELA G. KRUZEL [SEAL]

State of ILLINOIS }  
 County of COOK } SS. I, Jeanne M Brandt Notary Public in and for said County, in  
 the state aforesaid, do hereby certify that Andrews P. Kruzel and  
Pamela G. Kruzel, his wife

personally known to me to be the same person s  
 whose name s are subscribed to the foregoing  
 instrument, appeared before me this day in person and acknowledged that  
they signed, sealed and delivered  
 the said instrument as their 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 notarial seal this 17 day  
 of September, ~~19~~ 2003.

Jeanne M Brandt  
 Notary Public

GRANTEE'S ADDRESS AND  
 RETURN TO  
 FIRST AMERICAN BANK

218 West Main Street  
 Dundee, Illinois 60118

Send Subsequent Tax Bills To:

Document Prepared By:

Edward M. Grabill  
 707 Skokie Blvd., Suite 420  
 Northbrook, IL 60062

COUNTY - ILLINOIS TRANSFER STAMPS  
 Exempt Under Provision of Paragraph  
 "E" Section 4, Real Estate Transfer  
 Act.

Date: 9.17.03

Signature: E.M. Grabill

"OFFICIAL SEAL"  
 Jeanne M. Brandt  
 Notary Public, State of Illinois  
 Commission Expires 7/29/2004

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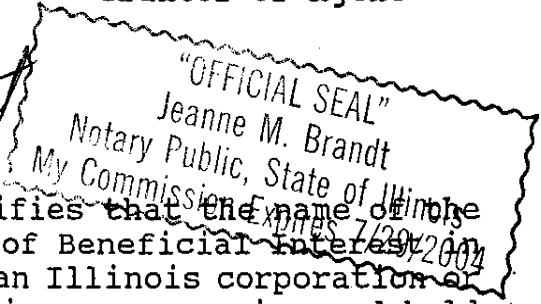
## STATEMENT BY GRANTOR AND GRANTEE

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 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 title to real estate under the laws of the State of Illinois.

Dated September 17, 2003

Signature: E.M. Grabill  
Grantor or Agent

Subscribed and sworn to before me by the said E.M. Grabill this 17 day of September, 2003  
Notary Public Jeanne M. Brandt

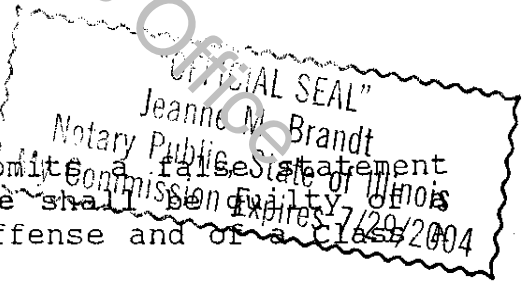


The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title 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.

Dated September 17, 2003

Signature: E.M. Grabill  
Grantee or Agent

Subscribed and sworn to before me by the said E.M. Grabill this 17 day of September, 2003  
Notary Public Jeanne M. Brandt



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 B 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.)



### EUGENE "GENE" MOORE

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES  
COOK COUNTY, ILLINOIS

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