

# UNOFFICIAL COPY

## DEED IN TRUST (WARRANTY)

This Indenture, made this 21st day of November 2003 between James A. Franklin Grantor, of the County of Cook State of Illinois, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, Convey and Warrant unto BankFinancial, F.S.B. a Federal savings bank duly authorized to transact business in the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, not personally but solely as Trustee under the provisions of the Trust Agreement dated the 17<sup>th</sup> day of June 2002, and known as Trust Number 010593 whose address is 15W060 North Frontage Road, Burr Ridge, IL 60527, Grantee, the following described Real Estate situated in the County of and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof

Permanent Index Number: 29-37-409-002-0000

Property Address: 18217 Morgan, Homewood, IL 60430

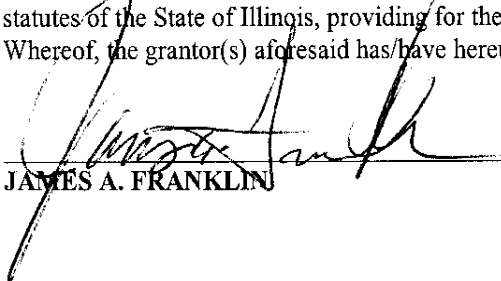
TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF



Doc#: 0402646092  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 01/26/2004 01:54 PM Pg: 1 of 4

And the said grantor(s) hereby expressly waive(s) and release(s) any and all rights or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from the sale on execution or otherwise. In Witness Whereof, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal(s) the day and year first above written.

  
JAMES A. FRANKLIN

1-3-04  
Dawn A. Benschel  
BOYER, SELLER, REPRESENTATIVE

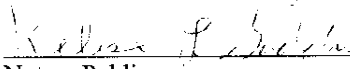
STATE OF ILLINOIS } SS  
COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James A. Franklin

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

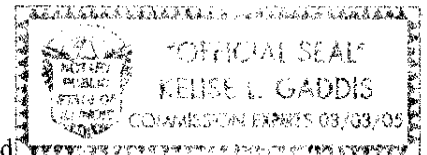
Given under my hand and notarial seal this 3 day of January 2004.

My Commission Expires: 8-3-05

  
Notary Public

Prepared by:  
James A. Franklin  
P. O. Box 2761  
Country Club Hills, IL

After recording mail to:  
BankFinancial, F.S.B.  
Attn: Land Trust Depart.  
15W060 North Frontage Road  
Burr Ridge, IL 60527



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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 99 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 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 the title of said property 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 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 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 borrowed or advanced on said premises, or be obliged to see that the terms of the trust have been complied with, or be obliged 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 said 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 in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in any amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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 condition that neither Grantee, 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 to do in or about the said premises 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 premises, 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 premises may be entered into by it in the name of the then beneficiaries under the 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 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, of the filing for record of this Deed.

The interest of each and every beneficiary under the trust agreement, and of all persons claiming under or by any of them shall be only in the possession, 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 possession, earnings, avails and proceeds thereof as aforesaid.

TAX BILLS TO BE

MAILED TO:

**BankFinancial Trust #010593**  
**15W060 North Frontage Road**  
**Burr Ridge, IL 60527**

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RIDER A

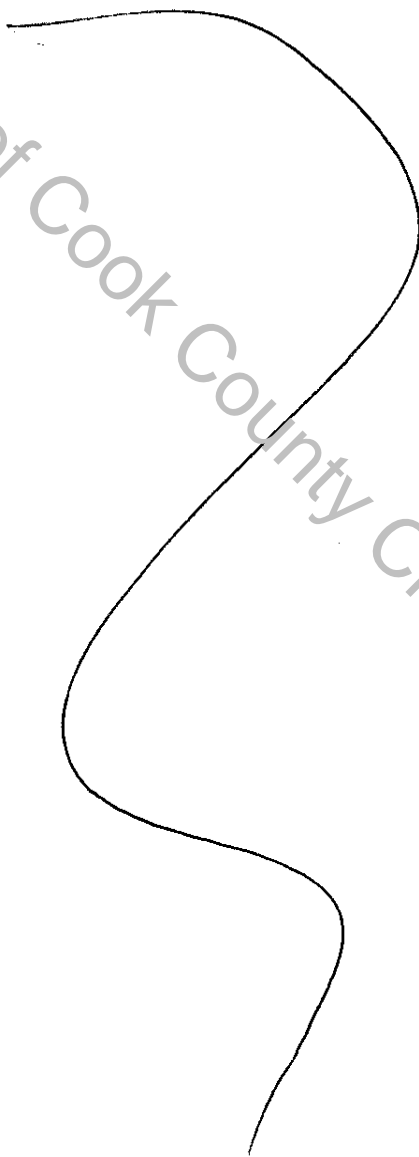
## LEGAL DESCRIPTION

**Lot 2 in Tenuta Subdivision First Addition, a subdivision of the Southeast 1/4 of Section 32, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.**

commonly known as: 18217 Morgan, Homewood, IL 60430

PIN# 29-32-409-002-0000

Property of Cook County Clerk's Office



**UNOFFICIAL COPY****STATEMENT BY GRANTOR AND GRANTEE**

The grantor or his agent affirms that, 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, a foreign corporation authorized to do business or acquire and hold title to real estate in the State of Illinois, a partnership authorized to do business or acquire and hold title to real estate in the State of 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: 1-3-04

Signature: \_\_\_\_\_

Subscribed and sworn to before me this 3 day of Jan 2004

My Commission Expires: \_\_\_\_\_

Notary Public



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 the State of Illinois, a partnership authorized to do business or acquire and hold title to real estate in the State of 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: 1-3-04

Signature: \_\_\_\_\_

Subscribed and sworn to before me this 3 day of January 2004

My Commission Expires: \_\_\_\_\_

Notary Public



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 Paragraph C of the Illinois Real Estate Transfer Tax Act).