

UNOFFICIAL COPY



Doc#: 0407705091
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 03/17/2004 12:22 PM Pg: 1 of 3

**WARRANTY DEED
IN TRUST**

P.N.T.N.

The above space is for the recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ROSEBUD BUILDING & DEVELOPMENT CORPORATION, an Illinois corporation, of 8231 West 135th Street, Suite 300, Tinley Park, IL 60477, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in the hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and Warrants(s) unto MIDWEST BANK AND TRUST COMPANY, a corporation duly organized and existing as a corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 17th day of April, 2003, and known as Trust Number 03-1-8127, the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 19 IN BLOCK 2 IN RESUBDIVISION OF BURCHSLAG'S COURTLAND BOULEVARD MANOR, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-02-214-027


TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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 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 or 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 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 thereafter, 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 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 consideration as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the way 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

UNOFFICIAL COPY

0 9 5 4 9 0



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

MAR 16 '04 DEPT. OF REVENUE

3 5 8 . 0 0

P.B. 10645


0 9 5 7 7 7

Cook County

REAL ESTATE TRANSACTION TAX

REVENUE STAMP MAR 16 '04

P.B. 10848



1 7 9 . 0 0

Property of Cook County Clerk's Office

UNOFFICIAL COPY

predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Midwest Bank and Trust Company, 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 provisions of this Deed or said Trust Agreement or any amendment or any amendment thereto, or for injury to person or property happening in or about said real estate, and any 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 irrevocable 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 discharged 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 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 earning, 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 earning, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Midwest Bank and Trust Company 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 Title 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.

SUBJECT TO: (i) Applicable zoning, planned development and building laws and ordinances and other ordinances of record; (ii) Covenants, conditions, agreements, building lines and restrictions of record; (iii) Easements to any municipality and public utility easements and easements recorded prior to the closing; (iv) if any, rights of the public, the municipality and adjoining contiguous owners to use and have maintained, the drainage ditches, feeders, laterals, and water detention basins located in or serving the property; (v) General Real Estate Taxes not yet due and payable, and (vi) Title objections caused by the Purchaser or anyone claiming through Purchaser.

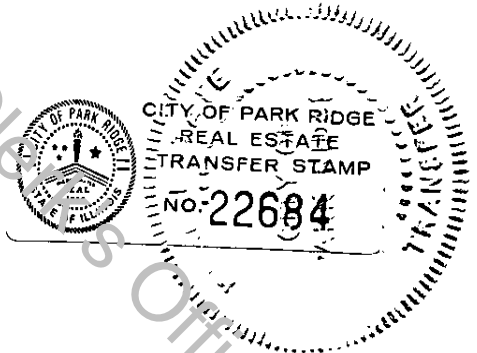
And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid ha hereunto set hand(s) and seal(s) this 20th day of February, 2004.

Rosebud Building and Development Corp.

Desmond Curran [Seal]
Desmond Curran, Its President

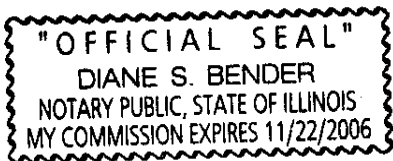
_____ [Seal]



STATE OF ILLINOIS }
COUNTY OF DePAGE } SS

I, DIANE S. BENDER a Notary Public in and for said County, in the state aforesaid, do hereby certify that DESMOND CURRAN

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 _____ signed, sealed and delivered the said instrument as _____ 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 20th day of February, 2004.



Diane S. Bender
Notary Public

MAIL TO:
GRANTEE'S ADDRESS: ↓

Midwest Bank and Trust company
1606 N. Harlem Avenue
Elmwood Park, Illinois 60707-4396

Described Property Address: 1424 Courtland, Park Ridge, IL 60068