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DEED IN TRUST - QUIT CLAIM



Doc#: 0411810002
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 04/27/2004 08:05 AM Pg: 1 of 5

THIS INDENTURE, WITNESSETH, THAT THE GRANTORS, ANDREW MOURIKES, JAMES MOURIKES, TED AVGOUSTI, PETE GEORGIADES, POLY GALANOS and GEORGE FRIGELIS, of the County of Cook and State of Illinois for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged,

CONVEY, and QUIT CLAIM unto LASALLE BANK NATIONAL ASSOCIATION, A National Banking Association whose address is 135 S. LaSalle St., Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated the 15th day of October, 2003 and known as Trust Number 131866 the following described real estate situated in Cook County, Illinois, to-wit:

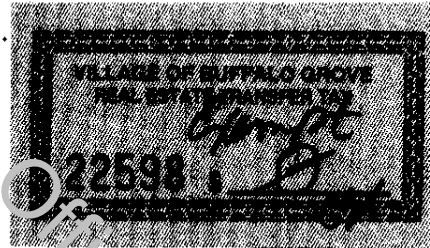
LEGAL DESCRIPTION

The East 22 Acres of the South 60 Acres of the South 1/2 of the South East 1/4 of Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, except the North 470 Feet as measured on the East and West Lines thereof, except the West 200 Feet as measured on the South Line thereof of that part lying South of the North 470 Feet as aforesaid and except the East 80 Feet of the West 280 Feet of the South 225 Feet as measured on the South and West Lines thereof and except the South 170 Feet of the East 233 Feet as measured on the East and South Lines thereof except the South 50 Feet lying East of the West 280 Feet and lying West of the East 233 Feet thereof and except the East 50 Feet lying South of the North 470 Feet and lying North of the South 170 Feet thereof, (except that part taken for widening Arlington Heights Road), in Cook County, Illinois.

Commonly known as: 1202-1300 West Dundee Road, Buffalo Grove, Illinois 60089.

PIN: 03-06-400-025-0000 and 03-06-400-033-0000.

together with the tenements, hereditaments and appurtenances thereunto belonging.



TO HAVE AND TO HOLD, the said real estate 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 PAGE 3 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantors 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 exemption or homesteads from sale on execution or otherwise.

NOTE: This is not homestead of any of the Grantors.

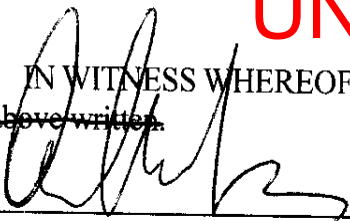
Exempt under provisions of Paragraph e
Section 31-45, Property Tax Code.

4/22/04
Date

Archie A. Folke, Atty-
Buyer, Seller, or Representative

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IN WITNESS WHEREOF, the Grantors, as aforesaid, hereunto set their hands and seals this ~~29~~^{29th} day of ~~March~~^{March}, 2004
~~first above written.~~



ANDREW MOURIKES



TED AVGOUSTI



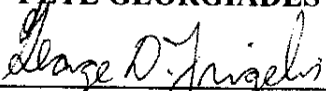
POLY GALANOS



JAMES MOURIKES



PETE GEORGIADES



GEORGE FRIGELIS

STATE OF ILLINOIS) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREW MOURIKES, JAMES MOURIKES, TED AVGOUSTI, PETE GEORGIADES, POLY GALANOS and GEORGE FRIGELIS, personally known to me to be the same persons whose name 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 her 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 official seal, this 29th day of March, 2004.

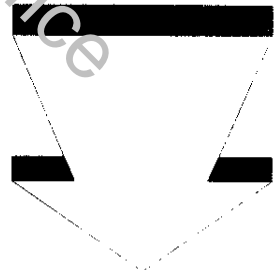




Notary Public

THIS DOCUMENT PREPARED BY:

ANDREW A. GOLKO
Attorney At Law
4141 N. Western Ave.
Chicago, IL 60618
[773]279-8100



MAIL TO:

Andrew A. Golko
4141 N. Western Ave.
Chicago, IL 60618

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TERMS AND CONDITIONS

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, 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 present or in future, 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 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 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 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 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 fully 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 LaSalle Bank National Association, 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 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 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said LaSalle Bank National Association 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.

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STATEMENT BY GRANTOR AND GRANTEE

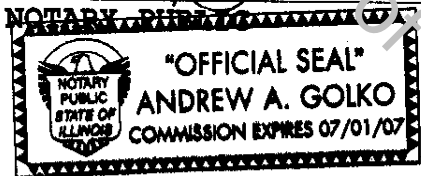
THE GRANTOR or his agent affirms that, to the best of his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real 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: March 29, 2004

Signature: *Iwona Stowinska*
GRANTOR OR AGENT

SUBSCRIBED and **SWORN** to before me
March 29, 2004

Andrew A. Golko



THE GRANTEE or his agent affirms and verifies that 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 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: March 29, 2004

Signature: *Iwona Stowinska*
GRANTEE OR AGENT

SUBSCRIBED and **SWORN** to before me
March 29, 2004

Andrew A. Golko
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 of the Illinois Real Estate Transfer Tax Act.]

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

ANDREW A. GOLKO being duly sworn on oath, states that he resides at 2640 W. Logan Blvd., Chicago, IL 60647. That the attached deed is not in violation of Section 1 of the Plat Act (765 ILCS 205/1) for one of the following reasons:

Section **(A)** Said deed is not applicable as the grantors own no adjoining property to the premises described in said deed.

OR

Section B. The conveyance falls within one of the following exemptions set forth in the Act at paragraph (b) of 1:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configurations of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE LETTER OR NUMBER WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.

Andrew A. Golko

SUBSCRIBED AND SWORN to before me
This 22 day of April, 2004

Kina L. Clayton
NOTARY PUBLIC

