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WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH,

that the Grantor CHEFFRICE

SMITH SR. MARRIED TO

MARY SMITH

of the County of COOK and

the State of ILLINOIS for and

in consideration of Ten and no/100

Dollars, and other good and valuable

considerations in hand paid, Convey

and warrant unto **FIRST MIDWEST TRUST COMPANY**, National Association, of 121 North

Chicago Street, Joliet, Illinois 60432, its successor or successors as Trustee under the provisions

of a trust agreement dated the 14th day of January, 2004 known as Trust

Number #7159, the following described real estate in the County of COOK

and State of Illinois, to-wit:



Doc#: 0414626159  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 05/25/2004 11:28 AM Pg: 1 of 4

THE WEST 5 FEET OF LOT 20 AND ALL OF LOT 31 IN THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS, ACCORDING TO THE MAP THEREOF RECORDED NOVEMBER 14, 1888 IN BOOK 31 OF PLATS, PAGE 45 AS DOCUMENT 1028258, IN COOK COUNTY, ILLINOIS

PIN: 25-21-201-032-0000

**P.N.T.N.**

**TO HAVE AND TO HOLD** the said premises with the appurtenances, upon the trusts and for 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 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 directly to a trust grantee or to a successor or successors in trust and to grant to such trust grantee or 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 in futuro, and upon any terms and or 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 or 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

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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 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 or different from the ways above specified, at any time or times hereafter.

The Grantor            hereby expressly warrant s to the Grantee (and all successors in interest), that the hereinabove-described real estate is not subject to the reporting requirements of "The Responsible Property Transfer Act of 1988" (765 ILCS 90/1-90/7, as amended), and that no toxic waste, noxious, radioactive or hazardous material is stored on, or otherwise exists, upon said premises.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall 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 this 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 some 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.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 cases made and provided.

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

In Witness Whereof, the grantor            aforesaid ha s hereunto set            hand            and seal            this 27<sup>th</sup> day of APRIL, 2001.

(Seal)             
CHEFFRICE SMITH SR.

           (Seal)  
Mary Smith




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Property of Cook County Clerk's Office

STATE TAX

**STATE OF ILLINOIS**



MAY. 18.04


REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000000363

REAL ESTATE TRANSFER TAX
00027.00
FP 103021

COUNTY TAX

**COOK COUNTY**  
REAL ESTATE TRANSACTION TAX



MAY. 18.04


REVENUE STAMP

# 0000000372

REAL ESTATE TRANSFER TAX
00013.50
FP 103025

CITY TAX

**CITY OF CHICAGO**



MAY. 18.04

REAL ESTATE TRANSACTION TAX  
DEPARTMENT OF REVENUE

# 0000000377

REAL ESTATE TRANSFER TAX
00202.50
FP 103026