

UNOFFICIAL COPY

QUIT CLAIM DEED IN TRUST

MB Financial Bank, N.A.
1200 North Ashland Avenue
Chicago, IL 60622



Doc#: 0426727173
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 09/23/2004 04:33 PM Pg: 1 of 3

THIS INDENTURE WITNESSETH, That the Grantor, Michael Herrich, a married man,

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 considerations, receipt of which is hereby duly acknowledged, Convey S and Quit Claim S unto MB

Financial Bank, N.A., a National Banking Association, whose address is 1200 North Ashland Avenue, Chicago, Illinois, as Trustee under the

provisions of a certain Trust Agreement, dated the 21st day of September 20 04 and known as Trust Number

3518, the following described real estate in the County of _____ and State of Illinois, to-wit:

Legal Description:

13, 22, 24
Lots 13, 22, 24 to 26 of Block 4 in J.W. Cochran's Subdivision
of Lot 32 of Canal Trustee's Subdivision of Section 7
Township 39 North Range 14 East of the 3rd
Principal Meridian in
Cook County, ILLINOIS

PIN: 17-07-240-033, -035

SUBJECT TO:

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.

Full power and authority is hereby granted to said Trustee to 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 re-subdivide 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 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 should 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 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.

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This conveyance is made upon the express understanding and condition that neither MB Financial Bank, N.A., 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 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 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 the earnings, avails and proceeds thereof as aforesaid.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

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 aforesaid has hereunto set hand and Seal

this 21st day of September, 2004.

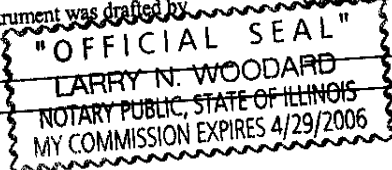
(SEAL)
(SEAL)
(SEAL)

State of Illinois) SS
County of Cook

I, Larry N. Woodward, a Notary Public in and for said
County, in the state aforesaid, do hereby certify that Mike Hebrich

personally known to me to be the same person whose name is
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 right of homestead.

This instrument was drafted by _____ Given under my hand and notarial seal this 22nd day of Sept, 2004



Notary Public

Mail Deed to:
MB FINANCIAL BANK, N.A.
1200 NORTH ASHLAND AVENUE
CHICAGO, IL 60622
ATTN: RICHARD WITEK

For information only insert property address

UNOFFICIAL COPY**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 and hold title to real estate under the laws of the State of Illinois.

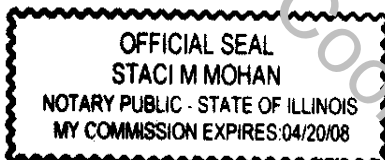
Dated: 9/23, 2004

Signature: _____

Grantor or Agent

Subscribed and sworn to before me by the
said Larry N. Woodward
this 23rd day of September
2004.

Staci M. Mohan
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 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.

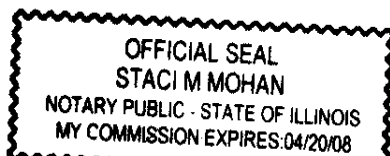
Dated: 9/23, 2004

Signature: _____

Grantee or Agent

Subscribed and sworn to before me by the
said Larry N. Woodward
this 23rd day of September
2004.

Staci M. Mohan
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 provisions of Section 4 of the Illinois Real Estate Transfer Tax Act]