

UNOFFICIAL COPY

# QUIT CLAIM Deed in Trust

**RETURN TO:**

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, Illinois 60610-3287



Doc#: 0431734162  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 11/12/2004 02:33 PM Pg: 1 of 4

Grantor(s), Frank E. Wachewicz,  
single never married

of the County of Cook  
and State of Illinois

**RECORDERS USE ONLY**

in consideration of Ten Dollars (\$ 10.00), and other valuable consideration, receipt of which is hereby acknowledged, convey(s) and quit claim(s) unto **COSMOPOLITAN BANK AND TRUST**, 801 North Clark Street, Chicago, Illinois 60610-3287, a corporation of Illinois, duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 2nd day of November in the year 2004 and known as trust number 31955, the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

THE EAST HALF OF LOT 40 AND ALL OF LOT 41 IN BLOCK 19 IN WEST HAMMOND BEING A SUBDIVISION OF THE NORTH 1896 FEET OF FRACTIONAL SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.\*\*

Exempt under Real Estate Transfer  
Tax Law 93-100, 93-45 Sub  
Par E and Cook County Ord. 93-0-27  
Par H  
Date 11/12/04 Sign Krista C. Waldberg

NOTE: If additional space is required for legal - attach on separate 8 1/2 x 11 sheet.  
SUBJECT TO:

ADDRESS OF PROPERTY: 516 156th Street. Calumet City, Il. 60409

PIN: 30-17-112-055-0000

TO HAVE AND TO HOLD said real estate with the appurtenances, on 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, to vacate any subdivision or part thereof, 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 I praesenti or in futuro, and on any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, to renew or extend leases on any terms and for any period or periods of time, 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, 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 ways above specified, at any time or times hereafter.

**DONE AT CUSTOMER'S REQUEST**

# UNOFFICIAL COPY

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 said 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 on or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Deed 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 Deed 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, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Cosmopolitan Bank and Trust, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim or judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about said real estate or under the provisions of this Deed or said first mentioned 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/Grantee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said latter Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee/Grantee, in its own name, as Trustee of an express trust and not individually (and the Trustee/Grantee 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/Grantee 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 recording and/or filing 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 thereunder 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, the intention hereof being to vest in said Cosmopolitan Bank and Trust as Trustee, the entire legal and equitable title in fee simple, in and to all of said real estate.

If the title to any of said 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.

Grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, Grantor(s) has signed this deed, this 2nd day of November in the year 2004

Frank E. Wachewicz  
Frank E. Wachewicz

McCloskey Prtg. (800) 752-2044

State of Illinois  
County of Cook } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank E. Wachewicz, single never married

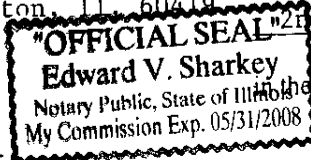
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the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

Given under my hand and notarial seal this

THIS DEED PREPARED BY:

Edward V. Sharkey, PO Box 27, Dolton, IL 60419

NAME & ADDRESS OF TAXPAYER:  
Frank E. Wachewicz  
516 156th Street  
Calumet City, IL 60409



2nd day of November

in the year 2004

Edward V. Sharkey  
Notary Public



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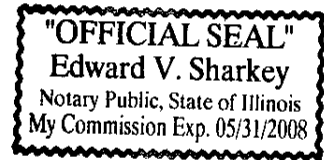
## STATEMENT BY GRANTOR AND GRANTEE

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: NOVEMBER 2, 2004 Frank E. Wachewicz  
Grantor or Agent

Subscribed and sworn to before me by the  
said FRANK E. WACHEWICZ this  
2nd day of NOVEMBER, 2004.

Notary Public Edward V. Sharkey

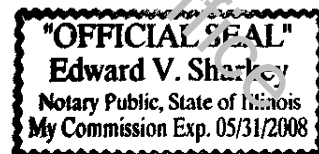


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: NOVEMBER 2, 2004 Frank E. Wachewicz  
Grantee or Agent

Subscribed and sworn to before me by the  
said FRANK E. WACHEWICZ this  
2nd day of NOVEMBER, 2004.

Notary Public Edward V. Sharkey



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 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.)

**UNOFFICIAL COPY**-01 15:14 FROM: OFFICE OF THE MAYOR ID: 78078B2687  
RECORDER OF DEEDS

**EUGENE MOORE  
RECORDER OF DEEDS  
INTER-OFFICE MEMORANDUM**

January 3, 2001

To: Eugene Moore,  
Recorder of Deeds

From: Edward Dabrila,  
Legal Counsel *Ed*

Re: Recorder's Duty to Record Deeds not Bearing Municipal  
"Exempt" Stamps

I have requested the Cook County State's Attorney Office to advise us as to whether our office has a duty not to accept for recordation deeds which do not bear a municipal "exempt" stamp as required by municipal ordinance.

The State's Attorney opinion is that the Recorder has no statutory authority to refuse to record a deed or other document transferring real estate which does not contain an "exempt" stamp for a municipal tax imposed by municipal ordinance.

The Recorder must refuse deeds which do not bear a revenue stamp indicating payment of the applicable state, county and municipal real estate transfer tax, unless the deed is one of those that is exempt from transfer tax.

cc Darlena Williams-Burnett,  
Chief Deputy Recorder  
Casey Griffin, Deputy Recorder  
Ray Nice, Deputy Recorder  
Paula Lingo, Chief Legal Counsel