



Doc#: 0432103030
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 11/18/2004 10:07 AM Pg: 1 of 4

DEED IN TRUST

THE GRANTOR, James E. Foster, a married man, and his wife, Kathy Foster, of the City of Des Plaines, County of Cook and State of Illinois, in consideration of the sum of ten and no/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey and quit claim to Kathy Foster, Trustee, under the

FOR RECORDER'S USE

terms and provisions of a certain Agreement dated the 21st day of October 2004, and known as the Kathy Foster Revocable Trust, and to any and all successors as Trustee appointed under said Trust Agreement, or who may be legally appointed, the following described real estate:

Exempt deed or instrument
eligible for recordation
without payment of tax.

SEE ATTACHED LEGAL DESCRIPTION

Permanent Index Number (PIN): 09-17-310-027-0000

Address of Real Estate: 854 Walter Avenue, Des Plaines, IL 60016

V. Baumann 10-25-04
City of Des Plaines

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trust set forth in said Trust Agreement and for the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof, (b) to sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee, (c) to mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans, (d) to dedicate parks, streets, highways or alleys, and to vacate any portion of the premises, (e) to lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to inquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of the aforesaid instrument, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he

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or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

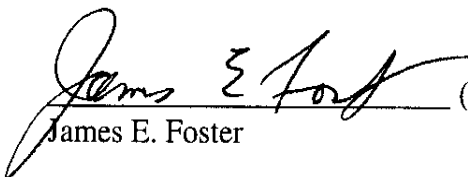
4. In the event of the inability or refusal of the Trustee herein named to act, or upon their removal from the County, **James E. Foster** is then appointed as Successor Trustee of the **Kathy Foster Revocable Trust** herein with like powers and authority as is vested in the Trustee named herein.


All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or not in the Certificate of Title, duplicate thereof, or memorial, the words "in trust" or "upon condition", or "with limitation", or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantors hereby waive and release any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homesteads from sale or execution or otherwise.

DATED this 21st day of October 2004.

 (SEAL)
James E. Foster

 (SEAL)
Kathy Foster

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 **James E. Foster and Kathy Foster**, personally known to me to be the same persons whose names 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 their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

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right of homestead.

Given under my hand and seal this 21st day of October 2004.

Commission expires *January 2* 20*05*



[Signature]
NOTARY PUBLIC

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH (E) SECTION 31-45, OF THE PROPERTY TAX CODE.

DATED this 21st day of October 2004.

[Signature] (SEAL)
James E. Foster

[Signature] (SEAL)
Kathy Foster

LEGAL DESCRIPTION OF PROPERTY TO BE TRANSFERRED:

Lot eight (except the west sixty six (66) feet thereof) (8) in Block twenty one (21) in Des Plaines Manor Tract No. 2 in the West half (1/2) of Section 17, Town 41 North, Range 12, East of the Third Principal Meridian, according to plat recorded July 14, 1911, as Document No. 4793564.

Also commonly known as: 854 Walter Avenue, Des Plaines, IL 60016

PREPARED BY: Dennis P. Hannon, Attorney
1749 S. Naperville Road, Suite 103
Wheaton, IL 60187

MAIL DEED TO: Dennis P. Hannon, Attorney
1749 S. Naperville Road, Suite 103
Wheaton, IL 60187

SEND TAX BILLS TO: Kathy Foster, Trustee
854 Walter Avenue
Des Plaines, IL 60016

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of their 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 October 21, 2004

Signature

James E. Foster
James E. Foster, Grantor

Subscribed and sworn to before me by the said James E. Foster this 21st day of October, 2004



Notary Public

[Signature]

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment or 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 October 21, 2004

Signature

Kathy Foster
Kathy Foster, Trustee, Grantee

Subscribed and sworn to before me by the said Kathy Foster, Trustee this 21st day of October, 2004



Notary Public

[Signature]

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.