

UNOFFICIAL COPY

DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantors **Frank A. Viana and Donna L. Viana, as joint tenants**, of the County of Cook and State of Illinois for and in consideration of TEN DOLLARS, and other good and valuable considerations in hand paid, Convey and Warrant unto the GREAT LAKES TRUST COMPANY, N.A. a corporation duly organized and existing as a national banking association under the laws of the United States of America, whose address is 13057 S. Western Ave., Blue Island, IL 60406, as Trustee under the provisions of a trust agreement dated the 9th day of August, 1993, and known as Trust Number 93032, the following described real estate in the County of Cook and State of Illinois, to-wit: Parcel 1: The West 125 feet of the South 100 feet of the West 1/2 of the South 1/2 of Block 6 in Monson and Smith's First Addition to Palos Park in Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: That part of vacated Elm Street (as dedicated) lying East of the Center line of said Elm Street, and lying North of the North line of 125th Street and lying South of a line drawn 100 feet North of and parallel to the North line of said 125th Street, and lying West of the West line Addition to Palos Park, being a subdivision of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois more fully described as follows: Beginning at the Southwest corner of said Block 6 in Monson and Smith's First Addition to Palos park, being the North line of 125th Street, as projected Westerly, a distance of 33 feet to the center line of said Elm Street. Thence Northerly along the center line of said Elm Street a distance of 100 feet; thence Easterly along a line drawn 100 feet North of and parallel to the North line of Block 6; thence Southerly along the Westerly line of said Block 6 a distance of 100 feet to the point of beginning all the above being in the Village of Palos Park, in Cook County, Illinois.



Doc#: 0432947148
 Eugene "Gene" Moore Fee: \$28.00
 Cook County Recorder of Deeds
 Date: 11/24/2004 02:59 PM Pg: 1 of 3

Illinois, to-wit: Parcel 1: The West 125 feet of the South 100 feet of the West 1/2 of the South 1/2 of Block 6 in Monson and Smith's First Addition to Palos Park in Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: That part of vacated Elm Street (as dedicated) lying East of the Center line of said Elm Street, and lying North of the North line of 125th Street and lying South of a line drawn 100 feet North of and parallel to the North line of said 125th Street, and lying West of the West line Addition to Palos Park, being a subdivision of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois more fully described as follows: Beginning at the Southwest corner of said Block 6 in Monson and Smith's First Addition to Palos park, being the North line of 125th Street, as projected Westerly, a distance of 33 feet to the center line of said Elm Street. Thence Northerly along the center line of said Elm Street a distance of 100 feet; thence Easterly along a line drawn 100 feet North of and parallel to the North line of Block 6; thence Southerly along the Westerly line of said Block 6 a distance of 100 feet to the point of beginning all the above being in the Village of Palos Park, in Cook County, Illinois.

PIN# 23-27-407-011-0000 Common Address: 9110 West 125th Street, Palos Park, IL 60464

Exempt under provisions of Paragraph E, Section 4,
 Real Estate Transfer Tax

Donna L. Viana

Date Buyer, Seller or Representative

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreements set forth.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

And the said grantor hereby expressly waive and release any and all

rights or benefits 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 have hereunto set hand and seal this 17th day of June, 2004.

Donna L. Viana

Frank A. Viana

This Instrument prepared by Donna L. Viana, of 9110 West 125th St, Palos Park, IL 60464

State of Illinois SS.
 County of Cook

I, undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that

Frank A. Viana and Donna L. Viana, as joint tenants

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

Given under my hand and notarial seal this 17th day of June, 2004.

Julie L. Maggio
 Notary Public



3X3

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DEED IN TRUST Additional Terms and Conditions

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 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 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 futuro, and upon any terms and for any period or periods to 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 property, 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 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.

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 case made and provided.

Mail recorded instrument to:
Great Lakes Trust Company, N.A.

P.O. Box 329
Blue Island, IL 60406

Mail future tax bills to:
Donna Viana
9110 West 125th Street
Palos Park, IL 60464

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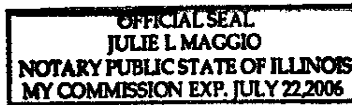
STATEMENT OF GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, 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 real estate under the laws of the State of Illinois.

Dated: June 17, 2004 Signature *Donna L. Diana*
Grantor or Agent

Subscribed and sworn to before me
by the said Agent, this
17 day of June, 2004

J. Maggio
Notary Public

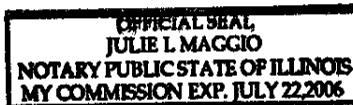


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: June 17, 2004 Signature *Robert T. Brennan*
Grantee or Agent

Subscribed and sworn to before me
by the said Agent, this
17 day of June, 2004

J. Maggio
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 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 5 of the Illinois Real Estate Transfer Tax Act.)