

# UNOFFICIAL COPY

## TRUSTEE'S QUIT-CLAIM DEED IN TRUST



Doc#: 0520118002  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 07/20/2005 09:08 AM Pg: 1 of 4

THIS INDENTURE, made this 9<sup>th</sup> day of June, 2005 between PALOS BANK AND TRUST, a corporation organized and existing under the laws of the State of Illinois, and authorized to accept and execute Trusts within the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said corporation in pursuance of a certain Trust Agreement, dated the 8<sup>th</sup> day of September, 2000 and known as Trust Number 1-4934 party of the first part, and Founders Bank\* as Trustee under the provisions of a certain Trust Agreement dated the 9<sup>th</sup> day of June, 2005 and known as Trust Number 6699 party of the second part, WITNESSTH, that said party of the first part, in consideration of the sum of Ten Dollars and No/100-----(\$10.00)-----Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party, the following described real estate, situated in Cook County, Illinois, to-wit:

\* located at 11850 South Harlem Avenue in Palos Heights, Illinois 60463

See attached Legal Description

Permanent Index Number: 23-26-201-068-0000  
Commonly Known As: 12 Commons Drive, Palos Park, Illinois 60464

together with the tenements and appurtenances thereunto belonging.

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all Trust Deeds and/or Mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to hereunto be affixed, and has caused its name to signed these presents by one of its Vice Presidents or its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

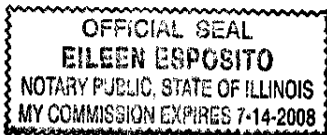
**PALOS BANK AND TRUST**  
as Trustee, as aforesaid, and not personally.

By: Mary Kay Burke  
Assistant Vice President/Trust Officer

Attest: Julie Winistorfer  
Assistant Land Trust Officer

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HERBY CERTIFY that Mary Kay Burke personally known to me to be the Trust Officer of PALOS BANK AND TRUST and Julie Winistorfer personally known to me to be the Assistant Land Trust Officer of said Corporation, and 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 severally acknowledged that they signed and delivered the said instrument as Trust Officer and Vice President of said Bank, and caused the corporate seal of said Bank to be affixed hereto, as their free and voluntary acts, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.



Given under my hand and Notary Seal dated June 9, 2005  
Notary Public: Eileen Esposito

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Name Founders Bank  
11850 S. Harlem Ave.  
Palos Heights, IL  
 City or 60463  
 Instructions \_\_\_\_\_  
 Recorder's Office Box Number \_\_\_\_\_

Mail Tax Bill To:  
Founders Bank Trust #16699  
11850 S. Harlem Ave.  
 Street  
Palos Heights, IL 60463



County - Illinois Transfer Stamps Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer  
 Date: 6/22/05 By: [Signature]  
 (Buyer, Seller or Representative)

This instrument prepared by: Palos Bank and Trust Company, 12600 South Harlem Avenue, Palos Heights, Illinois 60463, (708) 448-9100

Full power and authority is hereby granted to said Trustee to improve, manage and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and 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 or without consideration, to convey said real estate or any part thereof to a successor or successors in Trust and to grant to 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 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 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 option 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 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 deal with the same, whether similar to or different from the ways above specified, at any time or time hereafter.

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 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 instruments 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.

This conveyance is made upon the express understanding and condition that neither Grantee, individually or as Trustee, nor its successor or successors in Trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their 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 the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express Trust and not individually (*as the Trustee shall have no obligation whatsoever with respect to any such contract obligation or indebtedness except only sofar 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 beneficiaries 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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## Legal Description

### Parcel 1:

A part of Lot 9 of the Common of Palos Park Phase II, being a Subdivision of part of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 23, Township 37 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded July 20, 1979 as Torrens Document Number 3105635 in Cook County, Illinois and more completely described as follows: Beginning at the Southwest corner of said Lot 9, thence North 37 degrees 30 minutes 53 seconds East along the West line of said Lot 9 a distance of 88.00 feet, thence South 83 degrees 54 minutes 22 seconds East along the North line of said Lot 9 a distance of 59.16 feet thence South 37 degrees 30 minutes 53 seconds West a distance of 88.0 feet, thence North 83 degrees 54 minutes 22 seconds West along the South line of said Lot 9 a distance of 59.6 feet to the place of beginning.

### Parcel 2:

The Grantor hereby grants to the grantee an easement for ingress and egress for the benefit of Parcel 1 over and across Lot 41 of the Common of Palos Park, Phase II aforesaid.

Permanent Index Number: 22-26-201-068-0000

Commonly Known As: 12 Commons Drive, Palos Park, Illinois 60464


Property of Cook County Clerk's Office


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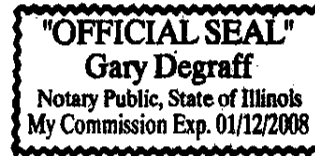
## STATEMENT BY GRANTOR AND GRANTEE

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 7-18, 2005

Signature:   
Grantor or Agent

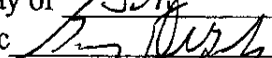
Subscribed and sworn to before me  
by the said \_\_\_\_\_  
this 18 day of July, 2005  
Notary Public 



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 7-18, 2005

Signature:   
Grantee or Agent

Subscribed and sworn to before me  
by the said \_\_\_\_\_  
this 18 day of July, 2005  
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.

(Attached to Deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)