

UNOFFICIAL COPY

DEED IN TRUST (Quit Claim)

THE GRANTOR(S),
Robert H. Malott, as
Surviving Joint Tenant
of
520 Roslyn Road
Kenilworth, Illinois

in the County of Cook,
State of Illinois, for and in consideration of the
sum of TEN AND NO/100 (\$10.00) and other
good and valuable consideration, the receipt of
which is hereby acknowledged, hereby
Convey(s) and Quit Claim(s) to

Doc#: 0329442383
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 10/21/2003 02:38 PM Pg: 1 of 3



Doc#: 0527202121 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/29/2005 09:59 AM Pg: 1 of 4

Robert H. Malott, as Trustee, under the terms and provisions of a certain Trust Agreement dated the 6th day June, 1993, ** and known as the ROBERT H. MALOTT INSURANCE TRUST AGREEMENT, and to any and all successors as Trustee appointed under said Trust Agreement, or who may be legally appointed, the following described real estate:

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A)

Permanent Index Number: 05-28-215-011-0000

Address of Real Estate: 520 Roslyn Road, Kenilworth, Illinois

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TO HAVE AND TO HOLD the said real estate and appurtenances thereto upon the trusts 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, street, 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. An 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 enquire 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 any of the aforesaid instruments, 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 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.

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

The GRANTOR hereby waives and releases any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

DATED this 9th day of Oct, 2003.

Robert H. Malott

** This Deed is being re-recorded to correct the date of the Trust from 1993 to "1973."

AGTF, INC.

BOX 333-CTT

1359110 1/4

Sales - JN - A00191200

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2/9

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert H. Malott 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 notary seal, this 8th day of October 2003.



David A. Handler
Notary public
My commission expires 11/28/04

EXHIBIT A LEGAL DESCRIPTION

Lot Eight in Block Twenty-one in Kenilworth Company's Addition to Kenilworth, being a Subdivision of part of Section Twenty-eight, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

This transaction exempt pursuant to paragraph (e), Section 4 of the Illinois Real Estate Transfer Tax Act.
Consideration less than \$100.

David A. Handler
Attorney

This Document was prepared by David A. Handler, Esq., Kirkland & Ellis LLP, 200 E. Randolph Drive, Chicago IL 60601

Return Recorded Document to:

David A. Handler, Esq.
Kirkland & Ellis LLP
200 East Randolph Drive, Suite 5500
Chicago IL 60601

Send Subsequent Tax Bills to:

Robert H. Malott, Trustee
520 Roslyn Road
Kenilworth, IL 60044

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STATEMENT BY GRANTOR AND GRANTEE

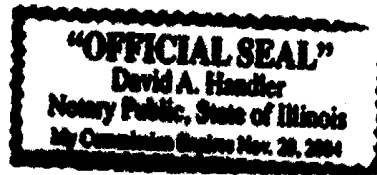
The grantor or the grantor's agent affirms that, to the best of his or her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: October 8, 2003.

[Signature]
Grantor

Subscribed and sworn to before me this 8th day of October, 2003.

[Signature]
Notary Public



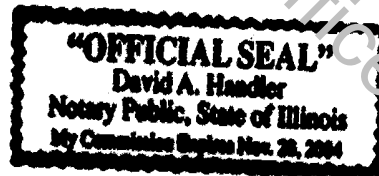
The grantee or the grantee's agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in 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: October 8, 2003.

[Signature]
Grantee

Subscribed and sworn to before me this 8th day of October, 2003.

[Signature]
Notary Public



NOTE: Any person who knowingly submits 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.)

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Property of Cook County Clerk's Office



I CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY

OF DOCUMENT *0329442383*

SEP -1 05

RECORDER OF DEEDS, COOK COUNTY