

UNOFFICIAL COPY



Doc#: 0535622062 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/22/2005 03:54 PM Pg: 1 of 4

**QUIT CLAIM DEED IN TRUST**

THIS INDENTURE WITNESSETH, that the Grantors, FOREST MASON GREEN and MARGARET BEHNKE GREEN, husband and wife, Tenants by the Entirety, of 4941 West Pensacola, City of Chicago, County of Cook and State of Illinois, as a gift or transfer with no consideration therefor, CONVEY and QUIT CLAIM unto F. MASON GREEN and MARGARET BEHNKE GREEN as Co-Trustees under the terms and provisions of the GREEN FAMILY LIVING TRUST, dated November 25<sup>th</sup>, 2005, the following described real estate situated in the County of COOK in the State of ILLINOIS, to wit:

LOT 12 IN BLOCK 2 IN HIELD AND MARTIN'S MILWAUKEE AVENUE SUBDIVISION OF THE SOUTH 1/2 OF LOT 9 (EXCEPT THOSE PARTS THEREOF TAKEN AS USED FOR STREETS AND ALLEYS) IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN#: 13-16-405-017-000

Commonly known as: 4941 West Pensacola Avenue  
Chicago, Illinois 60641

Exempt under provisions of paragraph (e), Section 4, Real Estate Transfer Act.

Date: 11-25-05

Agent/Representative: X

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 Agreement set forth.

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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 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 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 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 and to deal with the same, whether similar to or different from the ways above specified at any time or time here after.

In no case shall any party dealing with such 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 obligated to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obligated 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 the 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 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.

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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 not 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.

And the said Grantors hereby expressly waive and release any and all right or benefit 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 Grantors, FOREST MASON GREEN and MARGARET BEHNKE GREEN, have hereunto set their hands and seals this 25<sup>th</sup> day of November, 2005.

  
FOREST MASON GREEN

  
MARGARET BEHNKE GREEN

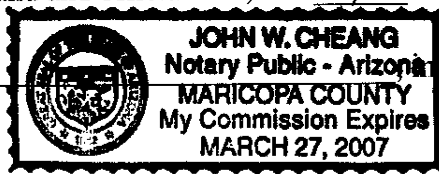
STATE OF ARIZONA     )  
  )  
COUNTY OF MARICOPA    )

ss.

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FOREST MASON GREEN and MARGARET BEHNKE GREEN, 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 right of homestead.

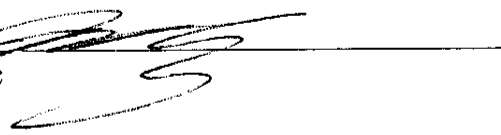
Given under my hand and official seal, this 25<sup>th</sup> day of November, 2005.

My Commission expires \_\_\_\_\_



the year \_\_\_\_\_

Notary Public



This document was prepared by:

Address of the Property:

Send Subsequent Tax Bills To:

Fortress Documents  
7901 N. 16th Street, Suite 275  
Phoenix, Arizona 85020

4941 West Pensacola  
Chicago, Illinois 60641

F. Mason and Margaret Green  
4941 West Pensacola  
Chicago, Illinois 60641

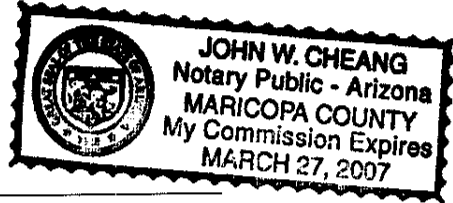
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## STATEMENT BY GRANTOR AND GRANTEE

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 11/25, 2005 Signature: *Margaret Behrke Green*  
Grantor or Agent

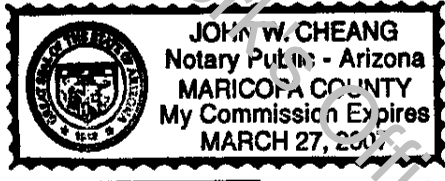
Subscribed and sworn to before me by the said \_\_\_\_\_ this 25<sup>th</sup> day of NOV, 2005.  
Notary Public \_\_\_\_\_



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 11/25, 2005 Signature: *Margaret Behrke Green*  
Grantee or Agent

Subscribed and sworn to before me by the said \_\_\_\_\_ this 25<sup>th</sup> day of NOV, 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.

(Attach 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.)