## **UNOFFICIAL COPY**

## WARRANTY DEED IN TRUST

GRANTOR, PEGGY BARNEY, as independent administrator of the Estate of Reynaldo Barney, Deceased in consideration of the payment of Sixteen Thousand Dollars, CONVEYS and WARRANTS to AMCORE INVESTMENT GROUP, N.A., a national banking association, having trust powers, as Trustee under a Trust Agreement dated the 9th day of September, 2003, known as Trust Number 03-15002th the following described real estate in Cook County, Illinois:



Doc#: 0607233165 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/13/2006 11:09 AM Pg: 1 of 3

LOT 136 IN THE SUPPIVISION OF BLOCKS 1, 2, 3 AND 4 IN BALESTIER'S DOUGLAS PARK ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Projety aiden 1239 5 Ledgie Cruage DR. 60623 P.I.N. 16-24-100-018-0000

SUBJECT TO: Covenants, conditions and restrictions of record, general real estate taxes for the year 2005 and subsequent years. Together with the tenements and appurtenances thereunto belonging and for the purposes set forth herein and in said Trust Agreement.

FULL POWER AND AUTHORITY is hereby grante i to said Trustee to take the following actions regarding said real estate: (a) Improve, manage, protect and subdivide said real estate or any part thereof; (b) Dedicate parks, streets, highways or alleys; (c) Vacate any subdivision or part thereof; (d) Resubdivide said real estate as often as desired; (e) Contract to sell; (f) Grant options to purchase; (g) Sell on any terms; (h) Convey either with or without consideration; (I) Convey said real estate or any part thereof to a successor or successors in trust; (j) Grant to such successor or successors in trust all of the title, estate powers and authorities vested in said Trustee; (k) Donate, dedicate, mortgage, pledge or otherwise encumber said real estate, or any part thereof; (1) Lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the terms of 198 years; (m) Renew or extend leases upon any terms and for any period or periods of time; (n) Amend, change or modify leases and the terms and provisions thereof at any time or times hereafter (c) Contract to make leases; (p) Contract to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion; (q) contract respecting the manner of fixing the amount of present or future centals; (r)Partition or exchange said real estate, or any part thereof, for other real or personal property; (s) Grant excements or charges of any kind; (t) Release, convey or assign any right, title or interest in or about, or easement appurtenant to, said real estate or any part there of; (u) Deal with said real estate and every part thereof in all other ways and for such other consideration 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 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, be obliged to see to the application if any purchase money, rent, or money borrowed or advanced on said real estate, or be obliged to see that the terms of said 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 herein and by said Trust Agreement

Probate case to 191292

Box 334

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was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in any amendments thereof and is binding upon all beneficiaries, (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 full 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 contact, obligation or indebtedness incurred or entered into by said 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 ir evocably appointed for such purposes, or at the election of said Trustee, in its own name, as Trustee of an express trust and not individually (and said Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of said Trustee shall he applicable for the payment and discharge thereof.) All persons and corporations whomsoever 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 beneficiary regender and under said Trust Agreement and 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. 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 of homesteads from sale on execution or otherwise.

Executed this 9th day of March, 2006

PÉGGY BAKTEX, AS INDEPENDENT ADMINISTRATO / EXECUTOR

I, Robert J. Leoni, a Notary Public in and for the County of Cook, do hereby certify that Peggy Barney, the grantor herein, personally known to me as the same person whose name appears hereon, personally signed and delivered this instrument as her free and voluntary act for the purposes set forth.

OFFICIAL SEAL.
ROBERT J. LEONI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES MAR: 28, 2007

RETURN RECORDED DEED TO:

AMCORE Trust No.03-1500203 P.O. Box 1537 Rockford, IL 61110-0037 Attn Land Trust Dept. Signed before me this 9th day of March, 2006

**NOTARY PUBLIC** 

Deed Prepared by: Robe

Robert J. Leoni 16061 S. 94<sup>th</sup> Avenue Orland Hills, IL 60477

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