

# UNOFFICIAL COPY



Doc#: 0617426087 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/23/2006 11:43 AM Pg: 1 of 4

## QUIT CLAIM Deed in Trust

Grantor(s) Spathies Construction  
Corporation  
County of Cook  
State of Illinois

(Reserved for Recorders Use Only)

for and in consideration of TEN Dollars (\$ 10.00 ) and other valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) unto **COSMOPOLITAN BANK AND TRUST**, 801 N. Clark St., Chicago, Illinois 60610-3287, a corporation of Illinois, fully authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 18th day of October in the year 2005, and known as trust number 32136, the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto: **Park National Bank as Successor Trustee to COSMOPOLITAN BANK AND TRUST**

Exempt under provisions of paragraph "E", Sec. 200.1-2 (B-6) or Paragraph "B", Sec. 200.1-4 (B) of the Chicago Transaction Tax Ordinance.  
See attached Exhibit "A"

4/15/06 Date  
[Signature] - Lender  
Buyer, Seller or Representative

ADDRESS OF PROPERTY: See attached Exhibit "A" 753 S. Kolmar, Chicago, IL  
P.I.N.: See attached Exhibit "A" 16-15-316-0091-0000

TO HAVE AND TO HOLD said real estate with the appurtenances, on the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.  
Full power and authority is hereby granted to said Trustee to improve, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, 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 with or without consideration, to convey said real estate 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 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 commence in presenti or in futuro, and on any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, to renew or extend leases on any terms and for any period or periods of time, 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, to contract respecting the manner of fixing the amount of present or 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 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, 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 said 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

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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 (including the Registrar of Titles of said county) relying on or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Deed 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 Deed 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, her or their predecessor in trust.

This conveyance is made on the express understanding and condition that neither Cosmopolitan Bank and Trust, individually, or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim or judgment for anything it or they or its or their agents or attorney's may do or omit to do in or about 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 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 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 (and the 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 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 recording and/or filing of this Deed.

The interest of each and every beneficiary 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 thereunder 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, the intention hereof being to vest in said Cosmopolitan Bank & Trust, as Trustee the entire legal and equitable title in fee simple, in and to all of said real estate.

If the title to any of said real estate 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.

Grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois.

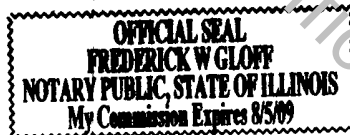
IN WITNESS WHEREOF, Grantor(s) have signed this deed, this 10<sup>th</sup> day of May, 2006

William Spathies  
William Spathies, for Spathies Construction Corp

State of Illinois ) I, the undersigned, a Notary Public in and for said  
County of Cook ) County, in the State of Illinois, do hereby certify that

William Spathies, personally known to me to be the same person whose name 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 seal this 10<sup>th</sup> day of May, 2006.

Frederick W. Gloff  
Notary Public



Prepared By:

Name & Address of Taxpayer:

Spathies Construction Corp.  
954 W. Washington  
Chicago, IL 60607

Mail Recorded Deed to  
COSMOPOLITAN BANK & TRUST  
801 N. Clark St.  
Chicago, IL. 60610  
Attn: Land Trust Department

EXHIBIT "A"  
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(LEGAL DESCRIPTION)

LOT 46 IN BLOCK 7 IN THE SUBDIVISION OF THAT PART LYING NORTH OF BARRY POINT ROAD OF THE EAST 1/2 SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*753 S. Kolmar, Chicago, IL*

*16-15-316-009-0000*

Property of Cook County Clerk's Office

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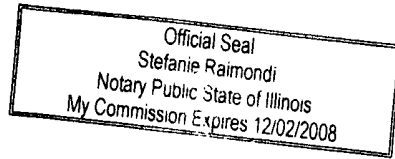
STATEMENT BY GRANTOR AND GRANTEE

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 and hold title to real estate under the laws of the State of Illinois.

Dated 6/15, 2006 Signature: [Signature]  
Grantor or Agent

Subscribed and sworn to before me by the

Said [Signature]  
This 15 day of JUNE  
2006



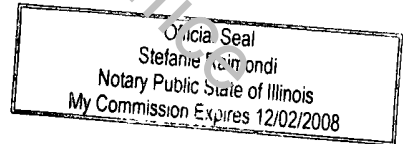
[Signature]  
Notary Public

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 6/15, 2006 Signature: [Signature]  
Grantor or Agent

Subscribed and sworn to before me by the

Said [Signature]  
This 15 day of JUNE  
2006



[Signature]  
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 provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]