UNOFFICIAL COPY

DEED IN TRUST (ILLINOIS)

Mail to:

JOHN M. MORRONE Attorney at Law 12820 S. Ridgeland Av., Unit C Palos Heights, Illinois 60463



Doc#: 0625146082 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder at P.

Cook County Recorder of Deeds Date: 09/08/2006 01:56 PM Pg: 1 of 5

THIS INDENTURE WITNESSETH, that the Grantor(s) JOHN MACAROL, a widower of 16001 South 88th Avenue, Unit 401, G6, Orland Park, Illinois 60462 for and in consideration TEN AND NO/00 (\$10.00) DOLLARS and other good and valuable considerations in hand paid, CONVEY(s) and QUIT CLAIM(s) unto s) JOHN MACAROL of 16001 South 88th Avenue, Unit 401, G6, Orland Park, Illinois 60462 as TRUSTEE under the provisions of "THE JOHN MACAROL DECLARATION OF TRUST" dated the 4<sup>TH</sup> day of AUGUST, 2006 (hereinafter referred to as "said trustee", regard'ess of the number of trustees) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of COOK and State of Illinois, to wit:

#### SEE LEGAL DESCRIPTION ON PAGE 4

PERMANENT INDEX NO. :

27 23 119 001 0000 AND 27 23 119 005 0000

COMMONLY KNOWN AS:

16001 SOUTH 88TE AVENUE, UNIT 401, G6, ORLAND PARK, IL.

60462

TO HAVE AND TO HOLD the said premises with the appurterances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, marage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; 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 present or in future, 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 of 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 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 relations 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 obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged 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 this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee as 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 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 hereunder 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.

If the title to any of the above lands is now or hereofter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of thie 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 grantor(s) hereby expressly waive(s) and release(s) 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 or execution or otherwise.

IN WITNESS WHEREOF, the grantor(s) aforesaid have hereunto set their hands and seals this \_\_\_\_\_\_ day of August\_\_, 2006.

JOHN MACAROL (SEAL)

THIS DOCUMENT PREPARED BY:

JOHN M. MORRONE, Attorney at Law 12820 S. Ridgeland Avenue, Unit C, Palos Heights, Illinois 60463

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# **UNOFFICIAL CO**

STATE OF ILLINOIS	)
	)SS:
COUNTY OF COOK	)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN MACAROL is 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 she signed, sealed and delivered the said instrument as her 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 4 day of furt, 2006

Commission expres 7

**NOTARY PUBLIC** 

OFFICIAL SEAL JOHN M MORRONE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/26/09

COOK COUNTY ILLINOIS TRANSFERS TAMPS **EXEMPT** PROVISIONS OF **UNDER** My Clarks Office PARAGRAPH E SECTION 4 REAL ESTATE

TRANSFER ACT

Regrésentative

MAIL TAX BILLS TO:

JOHN MACAROL 16001 SOUTH 88TH AV., **UNIT 401** ORLAND PARK, IL. 60462

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# UNOFFICIAL COPY

Legal Description:

UNIT 401 IN CARRIG RIDGE OF HIGHLAND BROOK CONDOMINIUMS, TOGETHER WITH THE EXCLUSIVE USE OF GARAGE SPACE G-6 A LIMITED COMMON ELEMENT, AS DELINEATED ON THAT CERTAIN SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE TO WIT: LOT 1 IN HIGHLAND BROOK, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED TO THAT DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON MAY 20, 2005 AS DOCUMENT 05-140-27124 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY A ORESAID, ALL IN COOK COUNTY, ILLINOIS.

"GRANTOR ALSO HEATBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS AS THE RIGHT AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION ARE XECITED AND STIPULATED AT LENGTH HEREIN."

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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 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.

Signature:

SUBSCRIBED AND SWORN TO BEFORE ME

OFFICIAL SEAL JOHN M MORRONE NOTARY PUBLIC - STATE OF ILLINOIS

The Grantee or his agent affirms that, to the best of his I nowledge, the name of the Grantee shown on the deed or assignment of beneficial interest in a 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.

Signature:

SUBSCRIBED AND SWORN TO BEFORE ME

day of

OFFICIAL SEAL JOHN M MORRONE

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/26/09