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DEED IN TRUST (ILLINOIS)

THE GRANTORS, **PASQUALE MOLA** and **MARIA MOLA**, his wife, of the County of Cook and State of Illinois for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby CONVEYS and WARRANTS to each, an undivided one-half interest, not as joint tenants with rights of survivorship, but as tenants in common:



Doc#: 0629131071 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/18/2006 11:18 AM Pg: 1 of 3

302745072 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/18/2006 11:19 AM Pg: 1 of 3

PASQUALE MOLA, as Trustee of **THE PASQUALE MOLA TRUST**
dated JANUARY 13, 2006, 2331 Lechner Lane, Des Plaines, IL 60019

MARIA MOLA, as Trustee of **THE MARIA MOLA TRUST**
dated JANUARY 13, 2006, 2331 Lechner Lane, Des Plaines, IL 60019

and to any and all successors as Trustee appointed under said Trust Agreement, or who may be legally appointed, the following described real estate:

THIS DEED IS BEING RE-RECORDED TO CORRECT THE PERMANENT INDEX NUMBER.
Lot 4 in Lechner's Resubdivision of Lot #6 in Louis Meinshausen's Subdivision of part of Fredrich Meinshausen's Division of Lands in Section 15 and 16, Township 41 North, Range 12, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, on November 20, 1978, as Document Number 3060490. Exempt deed or instrument eligible for recordation without payment of tax.

Permanent Real Estate Index Number(s): ~~09-16-202-079~~
09-16-202-079

Address(es) of real estate: 2331 Lechner Lane, Des Plaines, Illinois 60019 S. Brown 1/20/06
City of Des Plaines

TO HAVE AND TO HOLD all real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and of 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 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, streets, 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. Any 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 inquire 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

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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 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 into 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 person 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.

4. In the event of the inability, refusal of the Trustee herein named, to act, or upon his/her removal from the County, the Trustee appointed in the Trust is then appointed as Successor Trustee with like powers and authority as is vested in the Trustee named herein.

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

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note the Certificate of Title, duplicate thereof, or memorial, the words, "in trust" or "upon condition", or "with limitation" or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

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 13th day of January, 2006.

Pasquale Mola (SEAL)
PASQUALE MOLA

Maria Mola (SEAL)
MARIA MOLA

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that **PASQUALE MOLA** and **MARIA MOLA**, his wife, 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 13th day of January, 2006.

Commission expires 8/10 2009 *[Signature]*
NOTARY PUBLIC

This instrument was prepared by & mail to: Gregory G. Castaldi, Esq.
5521 N. Cumberland, Suite 1109
Chicago, Illinois 60656

Send subsequent tax bills to: Pasquale & Maria Mola
2331 Lechner Lane
Des Plaines, Illinois 60016

EXEMPT UNDER PROVISIONS OF PARAGRAPH E,
SECTION 4, REAL ESTATE TRANSFER TAX ACT.
1/13/06 *Pasquale Mola*
Date Representative

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STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his/her Agent Affirms that, to the best of his/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 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: 1/13/06

Signature: *Pasquale Mola*
Pasquale Mola

Subscribed and Sworn to before me this
13th day of January, 2006.

[Signature]
NOTARY PUBLIC



The Grantee or his/her Agent Affirms that, to the best of his/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 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.

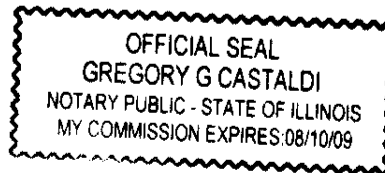
Dated: 1/13/06

Signature: *Pasquale Mola*
Pasquale Mola, as Trustee

Subscribed and Sworn to before me this

13th day of January, 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