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Doc#: 0708960093 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/30/2007 02:11 PM Pg: 1 of 10

Property of Cook County Clerk's Office

QUIT CLAIM DEED

8368473

received

9/25/08

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QUIT CLAIM

Deed in Trust

Grantor(s)___

Jose & Grace Molina a married couple

Jose Molina & Grace Molina

County of Cook

State of Illinois

for and in consideration of TEN Dollars (\$ 10.00), and other valuable consideration, receipt of which is hereby acknowledged, convey(s) and quit claim(s) unto **Park National Bank**, 801 N. Clark St., Chicago Illinois 60610-3287, a corporation of Illinois, duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated 11 day of October in the year 2006 , and known as trust number 3210 the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

SEE ATTACHED

 x this is not Homestead Property

Exempt under provisions of paragraph sec. 200.1-2 (B-6) or Paragraph E sec. 200.1-4 (B) of the Chicago Transaction tax ordinance

PROPERTY ADDRESS: 5242 W Ferdinand, Chicago, Illinois 60624

P.I.N.: 16-09-12-00-21-0000

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 encumberance 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 praesenti 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 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

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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 11 day of October, 2006

Jose Malina
Grace Malina

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

Jose Malina + Grace Malina
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 ~~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 seal this 11 day of October, 2006

Stephen Brennan
Notary Public



Prepared By:

Name & Address of Taxpayer:

Mail Recorded Deed to
Park National Bank
801 N. Clark St.
Chicago, IL. 60610
Attn: Land Trust Department

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This Trust Agreement, dated this 11 day of October in the

year 2006 and known as Trust Number 32301, is to certify that PARK NATIONAL BANK, a corporation of Illinois and duly authorized to accept and execute trusts within the State of Illinois, as Trustee hereunder, is about to be named as a Grantee in a deed of conveyance to the following described real estate in Cook County, Illinois, to wit:

see attached

10/30/06
THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF AN ORIGINAL NOW HELD IN OUR FILES

PARK NATIONAL BANK

BY: [Signature]
LAND TRUST ADMINISTRATOR

Permanent Tax No. 16-09-120-021-0000 Improved with: Vacant land
otherwise known as No. 5242 W. Ferdinand

and that when it has taken the title thereto, or to any other real estate deceded to it as Trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth.

1. Beneficial Interest.

The following named person(s) shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to wit:

JOSE A. Molina

2. Nature of Beneficial Interest.

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of the power of direction to deal with the title to said property (unless such authority has been delegated as provided in § 10 for below), to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property, and may be assigned and transferred as such: that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right or interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee, to file any income, profit or other tax reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder.

3. Transfers of Beneficial Interests.

Any primary beneficiary alone during his or her lifetime may sell, assign, transfer, pledge or otherwise dispose of all or any part of his or her beneficial interest hereunder, and may use and consume earnings, avails and proceeds thereof, and also may amend, alter or revoke from time to time any provision then in effect for successors in interest in the event of his or her death without notice to or written consent of any successor in interest, or any other beneficiary, by an instrument in writing as provided for herein. No assignment of any beneficial interest hereunder

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shall be effective unless and until all applicable transfer tax ordinances have been complied with and until the original or an executed duplicate copy of the assignment, signed by both assignor and assignee, in such form as the Trustee may approve, is lodged with the Trustee and its acceptance, indicated thereon, and the reasonable fees of the Trustee for the acceptance thereof paid. All other transfers, or purported transfers, shall be null and void. Further, any transfer by a beneficiary (or amendment of a contingent interest) must have been delivered to and accepted by the trustee during such beneficiary's lifetime in order to be effective. Any assignment (or amendment of a contingent interest) delivered, or discovered to have been delivered, after the death of the assigning or amending beneficiary shall be of no force and effect and shall not operate to vest any interest in the purported assignee provided however, that the trustee is under no duty of inquiry and shall be entitled to act pursuant to the instructions of any assignee pursuant to an assignment which the Trustee in good faith believed to be valid.

4. Reimbursement of Trustee.

In case said Trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees, or otherwise, or in case the Trustee shall deem it necessary on account of this trust, to consult or retain counsel and shall thereby incur attorneys' fees, or in the event the Trustee shall deem it necessary to place certain insurance for its protection hereunder, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of 7% per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees; (2) that the said Trustee shall not be required to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorneys' fees, rendering the overplus, if any, to the beneficiaries who are entitled thereto. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder.

5. Duty With Respect to Legal Proceedings.

The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process therein and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

6. Amendments.

This trust agreement may be amended from time to time by an instrument signed by all the beneficiaries hereunder (or their assigns) and lodging the same with the trustee. No such amendment shall be effective unless and until it has been executed by the trustee, which amendment the trustee may accept or refuse to accept in its sole and complete discretion. Upon such acceptance such amendment or amendments shall become merged with and have like force and effect with and become a part and portion of the original agreement. Any purported amendment delivered or discussed to have been delivered, after the death of the beneficiary executing such amendment, shall be of no force or effect and shall not operate to amend the trust, provided however, that the Trustee is under no duty of inquiry and shall be entitled to rely on the validity of any amendment which in good faith it deems to be valid.

7. No Recordation.

This Trust Agreement shall not be placed on record in the Recorder's Office or filed in the Office of the Registrar of Titles of the County in which the real estate is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said Trustee.

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8. Resignation of Trustee; Lien of Trustee.

The Trustee may at any time resign by sending a notice of its intention to do so by registered or certified mail to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten (10) days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled hereunder to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within ten (10) days after the mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

9. Successor Trustees

Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

10. Power of Direction.

It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that said Park National Bank will deal with said real estate, or interest therein, only when authorized to do so in writing, including but not limited to deeds, leases, mortgages or trust deeds which may include a waiver of the right of redemption from sale under an order of foreclosure), or otherwise deal with said real estate or interest therein only when authorized to do so in writing and that (notwithstanding any change in the beneficiary or beneficiaries hereunder) it will act on the written direction of JOSE MOLINA

or such other person or persons as shall be from time to time named in writing as the holder of the power of direction by the beneficiary or beneficiaries, acting in concert, or on the written direction of such person or all such persons may be beneficiary or beneficiaries at the time, provided however that the Trustee shall not be required to enter into any personal obligation or liability in dealing with said real estate or make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title as long as any fees or amounts are due to it hereunder. The Trustee shall not be required to inquire into the propriety of any such direction. Notwithstanding the foregoing delegation of the power of direction, the Trustee will not act on a direction either: (i) to issue a pay proceeds letter other than one that directs that proceeds be paid to the beneficiary or beneficiaries in accordance with their interests herein or (ii) a deed conveying directly to a trust grantee, unless in either such instance the written consent of all beneficiaries is obtained. The right to direct the Trustee as aforesaid are strictly construed and do not extend to or include any right to amend the trust agreement. The power of direction set forth herein is non-assignable. In the event the holder of such power resigns such power, or dies, all power to direct the Trustee (or to designate a new holder of the power of direction) shall immediately vest in the beneficiaries.

11. Right to Management.

The beneficiary or beneficiaries hereunder shall in his, her or their own right have the full management of said property and control of the selling, renting and handling thereof, and any beneficiary or his or her agent shall collect and handle the rents, earnings, avails and proceeds thereof, and said Trustee shall have no duty in respect to the management or control of said property or in respect to the payment of taxes or assessments, or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided, and after the payment to it of all monies necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the Trustee or to bind the Trustee personally. If any property remains in the trust twenty years from this date, it shall be sold at public sale by the Trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto.

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LOT 14 IN BLOCK 2 IN STEVENS ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ABC Bank

POWER TO HYPOTHECATE

AUSTIN BANK OF CHICAGO

CHICAGO, IL _____, 200

Gentlemen:

~~Joseph ...~~ *Joseph ...* *Joseph ...* (Herein called the debtor) is hereby authorized to hypothecate, pledge and deliver to you, upon any terms, the following mentioned securities and property, which are the property of the undersigned, namely:

SEE ATTCHED

As collateral security for any loan or loans to the Debtor, or any of them, and for any other indebtedness or liability, whether as direct maker, endorser, guarantor, surety, or otherwise in any manner, whether on secured form of note or otherwise, now existing or hereafter contracted by the debtor, or any of them, and for all renewals and extensions of such loans and indebtedness; and of extensions and renewals thereof, and consent that said securities or any part thereof may be sold or disposed of in accordance with the terms of any pledge thereof made by the Debtor, or may be applied upon, or used as an offset to any indebtedness of the Debtor, or may be any of them. The undersigned request you to give and to continue to said Debtor credit in the form of loans, overdrafts, extensions and renewals, and in consideration of any or all such credits the undersigned agree that any and all the property so hypothecated or pledge to you shall be subject in your hands or in those of your assignees, to all the powers which would apply thereto by contract or otherwise if said property, when pledged, belonged to the Debtor, or any of them. The proceeds of all such loans may be paid to or upon the order of the Debtor or any of them, and the said securities and property may be delivered to or upon the order of the Debtor or any of them. You may accept and execute orders from the Debtor, or any of them to sell the above mentioned securities and property or any part thereof to any indebtedness owing to you by the Debtor, or any of them, and pay to any indebtedness owing to you by the Debtor, or any of them, and pay any part of the proceeds, or any part thereof to any indebtedness owing to you by the Debtor, or any of them, and to pay the balance of the proceeds, or any part thereof to any indebtedness owing to you by the Debtor, or any of them, and to pay the balance of the proceeds, if any, to the Debtor or his order, or the order of any of them, or to the undersigned.

You and yours assigns are hereby released and discharged from all obligations or liability to collect any of said collateral and to bind or hold any maker or endorser thereof; and demand, protest and notice of nonpayment of said securities and of all the obligations of Debtor are expressly waived by the undersigned. This entire authority shall continue in full force until notice in writing of the revocation thereof shall have been given to you, but it shall be irrevocable so long as any portion of any indebtedness of the Debtor, or any of them, shall remain unpaid. All rights and privileges hereunder shall inure to you, successors and/or assigns.

Date

Joseph ...
Grace ...

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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 3/30, 2007 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the

Said _____
This 30 day of MARCH
20 07

[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 3/30, 2007 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the

Said _____
This 30 day of MARCH
20 07

[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]