

UNOFFICIAL COPY

TRUST TO TRUST
TRUSTEE'S DEED



Doc#: 0714147101 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/21/2007 11:34 AM Pg: 1 of 7

MB Financial Bank, N.A.
475 E. 162nd Street
South Holland, IL 60473

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE, NAMED HEREIN. THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND INCORPORATED HEREIN BY REFERENCE.

THIS INDENTURE, made this 16th day of January, 2007, between MB Financial Bank, N.A., a National Banking Association, as successor Trustee and not personally, to South Holland Trust and Savings Bank under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement dated the 21st day of September, 1998, and known as Trust No. 11643 party of the first part, and Steven Schultz, as trustee under the provisions of a trust agreement known as the SAG Living Trust Agreement dated January 25, 2006, party(ies) of the second part, of: 7780 W 85th Street, Crown Point, IN 46307.

witnesseth, that said party of the first part, in consideration of the sum of Ten Dollars & 00/100 (\$10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Legal Description:

LOT 8 IN SUBDIVISION OF NORTH 3 ACRES OF SOUTH 7 ACRES OF THAT PART LYING NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN OF LOT 25, IN WENTERHOFF AND SCHULTZ ADDITION TO LANSING, BEING A SUBDIVISION OF THE WEST 30 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31 AFORESAID (EXCEPT THAT PART OF SAID NORTH 3 ACRES INCLUDED IN SCHULTZ HIGHLANDS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, AFORESAID.

P.L.N. No(s) 30-31-413-019-0000

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, and benefit of said party of the second part. This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, to: the liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general taxes and special assessments and other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines; building, liquor and other restrictions of record, if any; party walls, party wall rights and party wall agreements, if any; Zoning and Building Laws and Ordinances; mechanic's lien claims, if any; easements of record, if any; and rights and claims of parties in possession.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Assistant Secretary, the day and year first above written.

MB Financial Bank, N.A., as successor trustee and not personally

By: Harin Kisgenia Trust Officer

Attest: [Signature] Assistant Secretary

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STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned _____
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT

Karin M. Kiszenia Trust Officer of MB Financial Bank, N.A., and

Michael L. Nylan Asst. Secretary of said Bank, personally

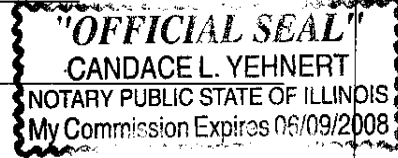
known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and act of said Bank, for the uses and purposes therein set forth.

This instrument prepared by:

Given under my hand and Notarial Seal this 16th day of January, 2007

MB Financial Bank
475 E. 162nd Street
South Holland, IL 60473
Land Trust Dept.

Candace L. Yehnert
Notary Public



INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

D Deliver Deed and
E Tax bills to:
L
I Steven Schultz, Ttee.
V 7780 W. 85th Street
E Crown Point, IN 46307
R
T
O

3039 183rd Street
Lansing, IL 60438

EXEMPT UNDER PROVISIONS OF PARAGRAPH
E SECTION 31-45,

REAL ESTATE TRANSFER TAX LAW

DATE: 1/16/07

[Signature]
Signature of Buyer, Seller or Representative

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth. Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and 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 praesenti or in futuro, 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 or 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 relation 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 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 the predecessors 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.

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Property of Cook County Clerk's Office

This instrument is executed by MB Financial Bank, N.A., not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All terms, provisions, stipulations, covenants and conditions to be performed by MB Financial Bank, N.A. are undertaken by it solely as trustee, as aforesaid, and not individually, and all statements herein made are made in good information and belief and are to be construed accordingly. No liability shall be asserted or be enforceable against MB Financial Bank, N.A. in reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. _____

Loan No. _____

Date January 16, 2007

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures; c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; d) nor have any notices of lien been received, except the following, if any: _____
2. That all management fees, if any, are fully paid, except the following: _____
3. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any: _____
4. That there are no unrecorded contracts or options to purchase the land, except the following, if any: _____
5. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any: _____
6. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
7. That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (~~Delete statement if not applicable.~~)

The undersigned makes the above statement for the purpose of inducing The _____ Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner	Purchaser
* MB Financial Bank, N.A., as successor trustee to South Holland Trust & Savings Bank (Seal) u/t no. 11648 dated 9/21/1998 By: <u>Rain Kuznetsov</u> (Seal) Trust Officer	_____ (Seal)

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____ You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated _____

Signature _____

*Trustee's exculpatory clause on reverse side hereof.

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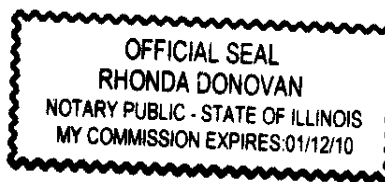
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed 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 January 16, 2007

Signature [Signature]
Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Agent THIS 16th DAY OF January, 2007.



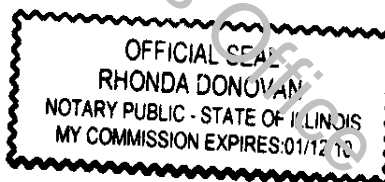
NOTARY PUBLIC [Signature]

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 January 16, 2007

Signature [Signature]
Grantee or Agent

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Agent THIS 16th DAY OF January, 2007.



NOTARY PUBLIC [Signature]

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.]