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WARRANTY DEED IN TRUST



Doc#: 0734547100 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 12/11/2007 11:37 AM Pg: 1 of 4

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Michael C. Roche and Vera Roche, husband and wife as joint tenants and State of Illinois for and in consideration of the County of Cook of the sum of 10 and no /100) in hand paid, and of other good and valuable considerations, receipt of Dollars (\$ 10.00 which is hereby duly acknowledged, Convey ____ and Warrant ___ unto State Bank of Countryside, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a day of September 1995 certain Trust Agreement, dated the 21st , and known as Trust Number 95-1611 . the following described __ and State of Illinois, to-wit: real estate in the County of _____Cook LOTS 1 AND 2 IN W. 91ST PLACE RESUBLIVISION OF LOTS 1 AND 2 IN BORKOWSKI'S SUBDIVISION OF PART OF LOTS 4 AND 5 I V BI OCK 4 IN ARTHUR T. MCINTOSH AND COMPANY'S RIDGELAND NO. 2; AND ALSO LOTS 6 AND 7 IN BLOCK 4 IN ARTHUR T. MCINTOSH & COMPANY'S RIDGELAND NO. 2 SUBDIVISION IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NOTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Property Identification Numbers: 24-06-428-055-0000 and 24-06-428-056-0000 Commonly known as 6729 and 6725 West 91st Street, Oak Lawn, Illinois Exempt under provisions of Foragraph e, Section a Real Estate Transfer Tax Act.

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon 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, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 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 of any part of the leversion and 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 thereafter.

In no case shall any party dealing with the 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 this 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 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 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 of 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 or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither State Bank of Countryside, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its agents or attorneys may do or omit to do in or about the said real estate or un fer 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 the 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 prigation 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 filing for record 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 hereunder shall have any title or interest, legal or equitable, in error 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 State Bank of Countryside the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above 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, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor ______ hereby expressly waive _____ and release _____ 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 on execution or otherwise.

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In Witness Whereof, the grantor _		aforesaid ha	hereunto set	
hand and seal	200	this	<i>\text{\tint{\text{\tin}\text{\tex{\tex</i>	day o
	_ (Seal)			(Seal
Michael Reste				
Nena Rock				
STATE OF ILLINOIS COUNTY OF COUNTY SS.	Public in certify that	nd for skild Count <u>Michael C</u> and Vera	anoll y, in the state afores Roche	aid, do hereb
	porsonally whose nar	known to me to be ne.S	e the same person Set the same person subscribed to the set this day in the signed	the foregoing
Official Seal	delivered t act, for the release an	he said instrumen e uses and purpo d waiver of the rigl er my hand and the	f as free ses therein set forth	and voluntary, including the
Jennifer E Carroll Notary Public State of Illinois My Commission Expires 11/09/2010	_	Les E Ca		
Mail to: STATE BANK OF COUNTRYS 6734 Joliet Road • Countryside, II (708) 485-3100		THIS INS	etrument was produced to Bank of state Road retryside. Il	Carato

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STATEMENT BY GRANTOR OR 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 his 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 or other entity recognized as person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

M

MR

		Dated 16rember 20, 2007
mr)	K	Signature: Mulade Reche Gractor or Agent
		Subscribed and sworn to before me this <u>30</u> day of <u>Movember</u> , <u>307</u>
		Notary Public Notary Public Notary Public State of Illinois My Commission Expires 11/09/2010
		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 the State of 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 November 20 , 2007
VP)	(Signature: Nena Rocke Grantor or Agent
		Subscribed and sworn to before me this 20 day of 20 day of 2007.
		Notary Public Official Seal Jennifer E Carroll Notary Public State of Illinois My Commission Expires 11/09/2010

NOTE: Any person who knowingly submits to 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.

(Attached to-deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)