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WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH that the Grantors,

DONALD J. CAIN, III and

YVONNE L. CAIN,

Husband and Wife



Doc#: 0811933120 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/28/2008 01:06 PM Pg: 1 of 4

of Hinsdale in the County of DuPage and State of Timois

for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, **CONVEY AND WARRANT** unto:

MARQUETTE BANK, as Trustee under Trust Agreement dated the 30th day of November, 2007, and known as Trust Number 18443,

whose address is:

6155 S. Pulaski, Cricago, IL 60629

the following described real estate in the County of <u>-DuPage</u> and State of Illinois, to-wit:

SEE ATTACHED LEGAL PESCRIPTION

SUBJECT TO:

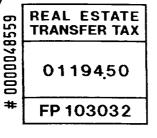
Existing easements, covenants, and restrictions of record, and 2007 and subsequent years real estate taxes.

TAX PARCEL NO: 18-07-117-016-0000

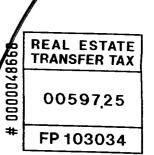
ADDRESS OF PROPERTY: 511 Columbia Avenue, Hinsdale, IL 60521



REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE











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

Full power an 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 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 ren w 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 p resonal property, to grant easements or changes 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 an 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 crustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, 'cased 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 of said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyence, 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 bit did group 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 successor 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.

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, an isuch 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 land 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 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 of otherwise.

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IN WITNESS WHEREOF, the grantor aforesaid has hereunder set their hand and seal this <u>12</u> day of <u>DECEMBER</u> , 2007
DONALD J. CANNIII THATE OF HADIOIS
STATE OF ILLINOIS
COUNTY OF KENDALL
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that DONALD J. CARI, III & YVONNE L. CAIN personally known to me to be the same person s whose names are subscribed to the foregoing instrument, as having executed the same, 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 day of Manuel Ago Notary Public Notary Public
FUTURE TAXES TO: Marquette Bank Trust #18443 11720 Holmes Palos Park, IL 60464 WELISSA K LEWIS COMMISSION EXPIRES 08/09/08
THIS INSTRUMENT PREPARED BY AND RETURN TO:
THIS INSTRUMENT PREPARED BY AND RETURN TO: Law Offices of Daniel J. Kramer 1107A S. Bridge Street Yorkville, IL 60560 630-553-9500

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LEGAL DESCRIPTION

LOT 5 IN HEATHERWOOD UNIT 4, BEING A RESUBDIVISION OF LOTS 5 THROUGH 10 (EXCEPT TOLL ROAD) AND 1/2 VACATED STREET NORTH AND ADJOINING SAID LOT 10 ALL IN BLOCK 15 IN HIGHLANDS, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office