## **UNOFFICIAL COPY**

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THIS INDENTURE made this 1st day of July, 2008,

WITNESSETH, THAT THE GRANTORS,

GRANTORS,

JAMES D. MERRET and CHRISTINE

N. MERRET, his wife,
of the County of Cook,
and State of Illinois,
for and in consideration
of the sum of Ten and
00/100 Dollars, in the hand
paid, and of other good and
valuable considerations,
receipt of which is hereby duly
acknowledged, Consey and Warrant unto

MICHAEL E. GIERMAN and LAUREN A. GIERMAN, as Trustees under the provisions of a certain Trust Agreement, dated the 28<sup>th</sup> day of December, 2007, and known as the GIERMAN FAMILY TRUST, the following described real estate in the County of Jook and State of Illinois, to wit:

Lot 11 in Block 3 in Palos Pires Jnit 1, being a Subdivision of part of the East 730 feet of the North % of the Northwest 1/4 of Section 36, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois;

Commonly known as 7660 W. Ponderosa Drive, Palos Heights, IL 60463 PIN 23-36-111-011

TO HAVE AND TO HOLD the said real estate with the appurtenance, 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 pirt thereof, to dedicate parks, streets, amend highways or alleys to vacate any subdivision or part thereof, and 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 including deeds conveying directly to a Trust Grantee, to convey said real estate or any part thereof to successor or successors in trust and to grant to such successor 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, from time to time, in possessior or reversion, by leases to commence in praesenti or in futuro, and upon any terms and  $2c\,c$  any periods of time, not exceeding in the case of any single demise the term of 158 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 renew leases and options to purchase the whole or any part of the revision 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 changes 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 this trust have been complied with, or be obliged



Doc#: 0819604259 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/14/2008 02:13 PM Pg: 1 of 3

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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 or every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease of 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 was 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, lease, mortgage or other instrument and (d) if the estate, rights, powers, authorities, duties and obligation of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or its or their acents or attorneys may do or omit to do in or about the 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 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 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 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 or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Trustee the entire legal and equitable title in fee simple, in and to all the real estate described.

And the said grantors hereby expressly waive and release any and all right of benefit under and by virtue of any and all statutes of the state of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 1st day of July, 2008.

Christing M. Menet (SEAL)

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STATE OF	ILLINOIS	)	
		)	SS
COUNTY O	F COOK	)	

I, JON A. MICHAL, Notary Public in and for said County, in the State aforesaid, do hereby certify that

## JAMES D. MERRET and CHRISTINE N. MERRET

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.



