

## DEED IN TRUST

## WARRANTY DEED



0833846027D

Doc#: 0833846027 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/03/2008 02:53 PM Pg: 1 of 4

**THIS INDENTURE WITNESSETH**, That the Grantors, STEVEN L. MILLER and DEBRA A. MILLER, his Wife, and in consideration of ~~Ten--(\$10.00)--Dollars~~, and other good and valuable considerations in hand, paid, Convey(s) and Warrant(s) unto the **PALOS BANK AND TRUST COMPANY**, an Illinois Banking Corporation of the United States of America, as

Trustee under the provisions of a Trust Agreement dated the 24th day of November, 2008 and known as Trust Number 1-7767 in the following described real estate in the County of Cook in the State of Illinois, to wit:

**Parcel 1:** That part of Lot 16 in Block 4 in Odyssey Club Phase I, a planned unit development, being a Subdivision of part of the Southeast 1/4 and the Northeast 1/4 of Section 7, Township 35 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at the Northwest corner of said Lot 16; thence South 89 degrees 59 minutes 08 seconds East, along the North line of said Lot 16, 40.06 feet to a point of curve, thence Easterly along the North line of said Lot 16, being a curve, concave Northerly and having a radius of 85.00 feet, an arc distance of 5.27 feet to the point of beginning; thence South 0 degrees 03 minutes 59 seconds West, 152.62 feet to the South line of said Lot 16; thence North 89 degrees 56 minutes 40 seconds East, along the South line of said Lot 16, 79.71 feet to the Southeast corner of said Lot 16; thence North 0 degrees 03 minutes 07 seconds East, along the East line of said Lot 16, 212.55 feet; thence North 0 degrees 03 minutes 20 seconds East along the East line of said Lot 16, 24.90 feet to the Northeast corner of said Lot 16; thence Southwesterly along the North line of said Lot 16, being a non-tangent curve concave Northwesterly and having a radius of 85.00 feet, an arc distance of 128.19 feet to the point of beginning, all in Cook County, Illinois.

**Parcel 2:** Easement appurtenant to and for the benefit of Parcel 1 as set forth in Declarations of Covenants, Conditions and Restrictions for Odyssey Club Estate Homes recorded December 2, 1992 as Document 92901952; Declaration of Covenants, Conditions and Restrictions for Greenview Townhomes at the Odyssey Club recorded December 2, 1992 as Document 92901951; Declaration of Covenants, Conditions and Restrictions for Fairway Townhomes at the Odyssey Club recorded December 2, 1992 as Document 92901949; and the umbrella Declaration of Covenants, Conditions and Restrictions for the Odyssey Club and as created by deed from NBD Trust Corporation of Illinois known as trust number 4478AH for ingress and egress.

Permanent Index No.: 31-07-402-028-0000

Common Address: 21 Aegina, Tinley Park, Illinois 60477

**TO HAVE AND TO HOLD** the said premises 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 premises or any part thereof and to resubdivide said Property as often as desired, to contract to sell, to grant options, to

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sell on any terms, to convey either with or without consideration to donate, to dedicate, to mortgage, pledge or otherwise encumber: to lease said property, or any part thereof, from time to time, by leases to commence in praesenti or in futuro, and upon any terms and for any period of time, not exceeding 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 partition 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 said premises and to deal with said property and every part thereof in all ways and for such other considerations as it would be lawful for any persons owning the same to deal with same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party, to whom said premises, or any part thereof, shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, and in no case shall any party dealing with said Trustee in relation to said premises, 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 to inquire into the necessity or expediency of any act of said Trustee, or be privileged or obliged to inquire into any of the terms of said Agreement.

The interest of each and every Beneficiary (ies) hereunder and of all persons claiming under them, is hereby declared to be personal property and to be in earning avails and proceeds arising from the disposition of the premises; the intention hereof being to vest in the said **PALOS BANK AND TRUST COMPANY** the entire legal and equitable title in fee, in and to all of the premises above described.

This conveyance is made upon the express understanding and condition that neither **PALOS BANK AND TRUST COMPANY** individually or as Trustee, nor its successors in Trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or us or their agents or attorneys may do or omit to do 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 all such liability being hereby expressly waived and released. Any contract, obligations 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 Beneficiary (ies) under 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 obligations 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.

Any the said Grantor(s) hereby expressly waive(s) and release(s) 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.

**IN WITNESS WHEREOF** the Grantor(s) aforesaid has (we) hereunto set (his) (her) (their) hand and seal(s) this

24 day of November, 2008.

(SEAL)   
STEVEN L. MILLER

(SEAL)   
DEBRA A. MILLER

(SEAL) \_\_\_\_\_

(SEAL) \_\_\_\_\_

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State of Illinois )  
County of Cook )

I, the undersigned, Gary J. Mazian a Notary Public in and for said County, aforesaid, do hereby certify that STEVEN L. MILLER and DEBRA A. MILLER are to be the same person (s) whose name(s) 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 users and purposes therein set forth, including the release and waiver of right of homestead.

Given my hand and notary seal this 24 day of November, 2008.

*Gary J. Mazian*  
Notary Public



COUNTY - ILLINOIS REGISTER STAMPS  
EXEMPT UNDER PROVISIONS OF PARAGRAPH  
E, SECTION 4, REAL ESTATE TRANSFER

Mail Tax Bills To:

Mr. and Mrs. Steven L. Miller  
21 Aegina  
Tinley Park, Illinois 60477

Dated: 11-24-2008

*Gary J. Mazian, atty*  
Buyer, Seller or Representative

This Instrument was prepared by:

Gary J. Mazian/Sokol & Mazian  
60 Orland Square Drive, #202  
Orland Park, IL 60462

Mail To: Grantee's Address  
Palos Bank and Trust Company  
12600 South Harlem Avenue  
Palos Heights, Illinois 60463  
Trust Department

Property of Cook County Clerk's Office

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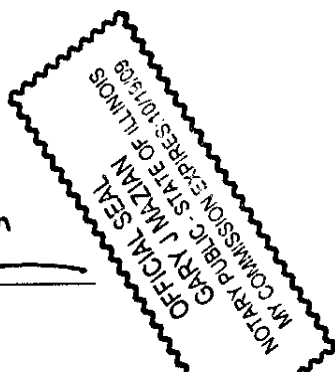
## STATEMENT BY GRANTOR AND GRANTEE

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 title to real estate under the laws of the State of Illinois.

Dated: Nov. 24<sup>th</sup>, 2008 Signature: [Signature]  
Grantor, STEVEN L. MILLER

Subscribed and sworn to before me by the said STEVEN L. MILLER this 24 day of Nov., 2008.

Notary Public [Signature]

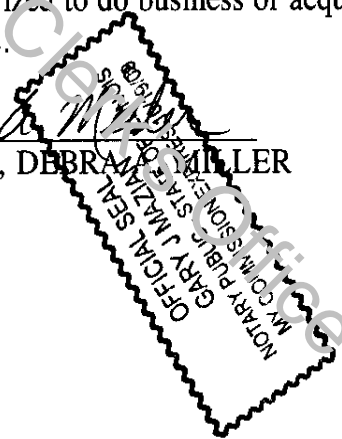


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a 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: Nov. 24<sup>th</sup>, 2008 Signature: [Signature]  
Grantee, DEBRA A. MILLER

Subscribed and sworn to before me by the said DEBRA A. MILLER this 24 day of Nov., 2008.

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 the provisions of Section 4 of the Illinois Real Estate Transfer Act.)