

UNOFFICIAL COPY

DEED IN TRUST

THE GRANTOR: Beth M.
DiVirgilio, an unmarried person, 8133
Lake Street, Willow Springs, IL
60480,

in consideration of the sum of **Ten** —

(\$10.00)Dollars, and other good and
valuable consideration, the receipt
of which is hereby acknowledged,



0901539025

Doc#: 0901539025 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/15/2009 01:15 PM Pg: 1 of 4

hereby conveys and quit claims to Beth M. DiVirgilio as **Trustee**, 8133 Lake Street, Willow Springs, IL 60480 under the terms and provisions of a certain **Trust Agreement dated December 2, 2008**, and designated as the **Beth M. DiVirgilio Trust**, and to any and all successors as Trustee appointed under said Trust Agreement, or who may be legally appointed, the following described real estate:

LEGAL DESCRIPTION:

Lot 7 in Willow Park II, being a Subdivision of Part of the Northeast ¼ of Section 33, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number (PIN): 18-33-207-051 0000

Address(es) of Real Estate: 8133 Lake Street, Willow Springs, IL 60480

TO HAVE AND TO HOLD said real estate and appurtenances thereon upon the trusts set forth in said Trust Agreement and for the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof, (b) To sell on any **terms**, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee; (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, streets, highways or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the **trust** property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been compiled with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the

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preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

4. In the event of the inability, refusal of the Trustee herein named, to act, or upon his removal from the County _____ is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate is or hereafter shall be registered, the Registrar of Titles is directed not to register or note in the Certificate of Title, duplicate thereof, or memorial, the words "in trust" or upon condition, or "with limitation", or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantor hereby waives and releases any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

DATED this 2nd day of December, 2008.

Please Print
or type
names(s)
below
signature

Beth M. DiVirgilio (SEAL)
Beth M. DiVirgilio (SEAL)

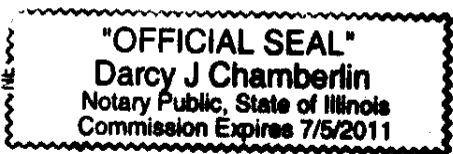
State of Illinois, County Du Page ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Beth M. DiVirgilio, an unmarried person, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

Given under my hand and official seal, this 2nd day of December, 2008

Commission expires _____, 20

Darcy J Chamberlin
NOTARY/PUBLIC



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This instrument was prepared by:

Darcy J. Chamberlin
1200 Harger Road
Suite 209
Oak Brook, IL 60523-1816

This transaction is exempt under the provisions of Paragraph e, Section 4, of the Real Estate Transfer Tax Act.

Date: December 2, 2008

Agent: 

Mail To:

Darcy J. Chamberlin
1200 Harger Road
Suite 209
Oak Brook, IL 60523

Send Subsequent Tax Bills To:

Beth M. DiVirgilio
8133 Lake Street
Willow Springs, IL 60480

Property of Cook County Clerk's Office

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SWORN STATEMENT

The grantor or his agent hereby certifies that to the best of his knowledge that the name of the grantee(s) 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 in 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.

GRANTOR:

[Signature]

SUBSCRIBED AND SWORN TO
before me this 13th day
of January, 2009

[Signature]
NOTARY PUBLIC



The grantee or his agent hereby certifies that to the best of his knowledge that the name of the grantee(s) 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 in 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.

GRANTEE:

[Signature]

SUBSCRIBED AND SWORN TO
before me this 13th day
of January, 2009

[Signature]
NOTARY PUBLIC

