

**DEED IN TRUST**



THE GRANTORS, Harry J. Hanigan, Jr. and Marie E. Hanigan, husband and wife of the Village of Oak Lawn, Cook County, Illinois, for and in consideration of Ten and No/100--Dollars, and other good and valuable consideration in hand paid, Convey and QUIT CLAIM to Marie E. Hanigan Declaration of Trust Dated October 13, 1992, and to all and every successor or successors in trust under the trust agreement, the following described real estate in Cook County, Illinois:

**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
PROVIDENT**

The South 28 feet of the North 84.07 feet of Lot 38 in Second Addition to Foxwoods Subdivision of part of the Northwest ¼ of Section 21, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 11421 S. Foxwoods Court, Oak Lawn, IL 60453  
Permanent index number: 24-21-100-017

TO HAVE AND TO HOLD the premises, with the appurtenances on the trusts and for the uses and purposes set forth in this deed and in the trust agreement.

Full power and authority are granted to the trustee to improve, manage, protect, and subdivide the premises or any part thereof; to dedicate parks, streets, highways, or alleys; 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 the premises or any part thereof to a successor or successors in trust and to grant such successor or successors in trust all of the title, estate, powers, and authorities vested in the trustee; to donate, to dedicate, to mortgage, pledge, or otherwise encumber the 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 renew or extend leases upon any terms and for any period or periods of time to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and options to purchase the hold 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 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 the premises or any part thereof; and to deal with the property 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 it, whether similar to or difference from the ways above specified, at any time or times after the date of this deed.

In no case shall any party dealing with the trustee in relation to said premises or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased, or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence in favor of every person 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 deed and by the 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 deed and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other

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instrument; and (d) if the conveyance is made to successor or 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, her, 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 the real estate, and such interest is declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, avails, and proceeds thereof.

The grantors 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, provided for the exemption of homesteads from sale on execution or otherwise.

The grantors signed this deed on this 29<sup>th</sup> day of September, 1999.

Harry J. Hanigan, Jr.  
Harry J. Hanigan, Jr.

Marie E. Hanigan  
Marie E. Hanigan

STATE OF ILLINOIS )  
  )SS.  
COOK COUNTY         )

I am a notary public for the County and State above. I certify Harry J. Hanigan, Jr. and Marie E. Hanigan, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me on this date above and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Patrick F. Daly  
Notary Public

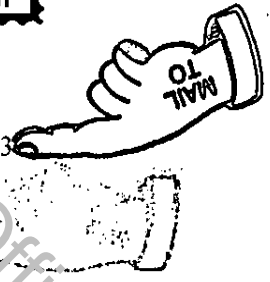


My Commission Expires 10/25/2001

Prepared by: Patrick F. Daly, 6400 College Drive, #100, Palos Heights, IL 60463

Mail this recorded document to: Patrick F. Daly, 6400 College Drive, #100, Palos Heights, IL 60463

Mail future tax bills to: Mr. and Mrs. Harry J. Hanigan, Jr.  
11421 Foxwoods  
Oak Lawn, IL 60453



**Exempt under Real Estate Transfer Tax Law 35 ILCS 200/31-45**  
sub par. C and Cook County Ord 93-0-27 par. 1

Date 11/16/99 Sign. Patrick F. Daly

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Property of Cook County Clerk's Office

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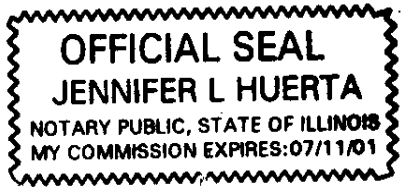
## STATEMENT BY GRANTOR AND GRANTEE

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, 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: September 29, 1999 Signature *Robert F. Daly*

Subscribed and sworn to before me by the said Agent this 29<sup>th</sup> day of September 1999.

*Jennifer L. Huerta*  
Notary Public



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 or 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: September 29, 1999 Signature *Robert F. Daly*

Subscribed and sworn to before me by the said Agent this 29<sup>th</sup> day of September 1999.

*Jennifer L. Huerta*  
Notary Public

