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WARRANTY DEED IN TRUST

Doc#: 0909829077 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/08/2009 04:09 PM Pg: 1 of 4

THIS INDENTURE, WITNESSETH.
THAT THE GRANTORS,
ALEXANDER A AMITRANO and
DAVID SAINT-MICHEL, of the City of
Chicago, County of Cook, and State of
Illinois, (herein together called the
"Grantors"), for and in consideration of
the sum of Ten and 00/100ths Dollars
(\$10.00) and other good and valuable
consideration, the receipt of which is
hereby acknowledged, hereby convey
and warrant unto ALEXANDER
AMITRANO and DAVID SAINT-
MICHEL, as co-trustees (herein called
the "Trustee", regardless of the
number of trustees) under the
provisions of that certain Trust
Agreement dated January 16, 2009

and known as the ALEXANDER AMITRANO REVOCABLE TRUST (herein called the "Trust Agreement") and unto all and every successor or successors in trust under the Trust Agreement, an undivided fifty percent (50%) interest as tenants in common and unto DAVID SAINT-MICHEL and ALEXANDER AMITRANO as co-trustees (herein called the "Trustee", regardless of the number of trustees) under the provisions of that certain Trust Agreement dated January 16, 2009 and known as the DAVID SAINT-MICHEL REVOCABLE TRUST (herein called the "Trust Agreement") and unto all and every successor or successors in trust under the Trust Agreement, an undivided fifty percent (50%) interest as tenants in common (herein together called the "Grantees") in the following described real property situated in the County of Cook and State of Illinois (the "Property") to wit:

PARCEL 1:

The South 14.92 feet of the North 103.67 feet of lot 1(except the west 56.37 feet thereof) in McHugh-Bowles Subdivision being a subdivision of Lots 33, 36, 37, 40, 41, 44, and 45 in block 11 of Elston's Addition to Chicago, in Section 5, Township 39 North, Range 14 East of the third principal meridian, in Cook Country, Illinois.

PARCEL 2:

The West 7.92 feet of the East 51.55 feet of the South 30.65 feet of the North 119.25 feet of Lot 1 in McHugh-Bowles Subdivision being a subdivision of Lots 33, 36, 37, 40, 41, 44, and 45 in block 11 in Elston's Addition to Chicago, in Section 5, Township 39 North, Range 14 East of the third principal meridian, in Cook Country, Illinois.

Parcel 3:

Non-exclusive easement for the benefit of the above described parcel for ingress and egress over strips of land described in Declaration of Covenants, Conditions and Restrictions and Easements for the Riverwest CitiHomes recorded as Document 93415026 and by declaration recorded November 15, 1993 as Document 93928408 and shown of survey attached thereto and declared therein and created by deed from Palos Bank and Trust Company, as Trustee under Trust Number 1-3332 to Mark R. Hermiller recorded June 13, 1994 as Document 94518791.

Property Index Number: 17-05-412-090-0000, 17-05-412-075-0000

Property Address: 927 North Racine Avenue, Unit B
Chicago, Illinois 60622

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I hereby declare that this Deed is exempt under 35 ILCS 200/31-45(e). By 

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, 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, to convey said real estate 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, 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 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 real estate, or any part thereof, for other real or personal property, to grant easements or interests 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 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 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 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 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, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a 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, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither ALEXANDER A. AMITRANO nor DAVID SAINT-MICHEL, individually or as trustees, nor their successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything he or his agents 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 or any of them shall be only in 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 of the real estate above described.

IN WITNESS WHEREOF the Grantors aforesaid has hereunto set their hand and seal this 15th day of MARCH, 2009.


ALEXANDER A. AMITRANO


DAVID SAINT-MICHEL

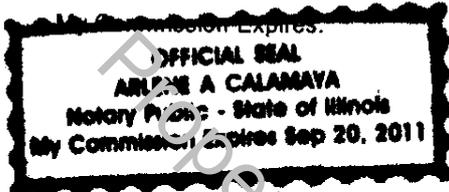
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STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned Notary Public in and for said County and State aforesaid, do hereby certify that ALEXANDER AMITRANO and DAVID SAINT-MICHEL, 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.

GIVEN under my hand and notarial seal this 21ST day of MARCH, 2009.



[Handwritten Signature]

Notary Public

This Document was prepared by and when recorded please mail to: Kenneth M. Bloom, Peck, Bloom & Koenig, LLC, 105 West Adams Street, 31st Floor, Chicago, IL 60603.

Send Subsequent Tax Bills to:

Alexander A. Amitrano and David Saint-Michel
927 North Racine Avenue, Unit B
Chicago, IL 60622

County of Cook County Clerk's Office

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STATEMENT BY GRANTOR AND GRANTEE

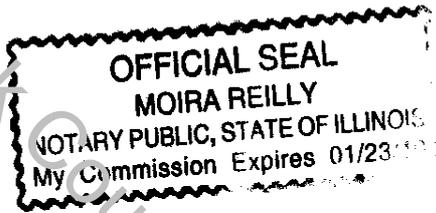
THE GRANTORS OR THEIR AGENT AFFIRMS THAT TO THE BEST OF HIS KNOWLEDGE THE NAME OF THE GRANTORS SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST ARE EITHER NATURAL PEOPLE, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE 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 AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

DATED: April 8, 2009

[Signature]
GRANTOR OR AGENT

SUBSCRIBED AND SWORN TO
BEFORE ME THE SAID Kenneth M. Bloom
THIS 8th DAY OF April, 2009

[Signature]
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, 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 AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

DATED: April 8, 2009

[Signature]
GRANTOR OR AGENT

SUBSCRIBED AND SWORN TO
BEFORE ME THE SAID Kenneth M. Bloom
THIS 8th DAY OF April, 2009

[Signature]
NOTARY PUBLIC



NOTE: Any person who knowingly submits a false statement concerning the identity of 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 provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)