



**DEED IN TRUST  
(ILLINOIS)**

Doc#: 0918029063 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/29/2009 03:40 PM Pg: 1 of 4

**THE GRANTORS, GARY HARVEY, AND NANCY A. HARVEY, husband and wife, of the County of Cook and State of Illinois for and in consideration of Ten and No/100 (\$10.00) dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto**

**GARY B. HARVEY  
10227 South Wood  
Chicago, IL 60643**

as Trustee under the provisions of a trust agreement known as the GARY B. HARVEY TRUST dated May 21, 2009, and unto all and every successor or successors in trust under said trust agreement, as tenants in common, and not as joint tenants, an undivided one-half of Grantees' entire interest,

and Convey and Warrant unto

**NANCY A. HARVEY  
10227 South Wood  
Chicago, IL 60643**

as Trustee under the provisions of a trust agreement known as the NANCY A. HARVEY TRUST dated May 21, 2009, and unto all and every successor or successors in trust under said trust agreement, as tenants in common, and not as joint tenants, an undivided one-half of Grantees' entire interest,

in and to the following described real estate in the County of Cook and State of Illinois, to wit:

THE NORTH 50 FEET OF LOT 8 IN NORTON'S SUBDIVISION OF THE WEST 1/2 OF THE LOTS 15 AND 16 IN BLOCK 4 IN WASHINGTON HEIGHTS, IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.**

Date 5/20/09 Agent Robert E. Shurt

Permanent Real Estate Index Number(s): 25-07-416-056-0000

Address of real estate: 10227 South Wood, Chicago, Illinois 60643.

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.

# UNOFFICIAL COPY

Full power and authority are hereby granted to said trustees to improve, manage, protect and subdivide said 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 said premises 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 trustees; to donate, to dedicate, to mortgage, pledge or otherwise encumber said 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 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 time 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 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 said premises or any part thereof; and to deal with said 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 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 trustees 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 said trustees, 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 trustees, 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 trustees 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 containing in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustees 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, his 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 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 the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said 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, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantors aforesaid have hereunto set their hands and seals this 22<sup>nd</sup> day of May, 2009.

  
GARY HARVEY

  
NANCY A. HARVEY

# UNOFFICIAL COPY

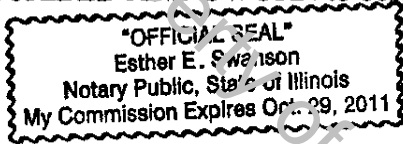
## STATEMENT BY GRANTOR AND GRANTEE

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: 5/22, 2009

Signature: *[Signature]*  
Grantor or Agent

SUBSCRIBED AND SWORN to before me this 22 day of May, 2009.

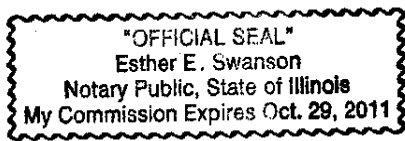


*[Signature]*  
Notary Public

My Commission Expires:

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: 5/22, 2009



Signature: *[Signature]*  
Grantee or Agent

SUBSCRIBED AND SWORN to before me this 22 day of May, 2009.

*[Signature]*  
Notary Public

My Commission Expires:

