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WARRANTY DEED IN TRUST

Return to:

Wheatland Title
105 W. Veterans Pkwy
Yorkville IL 60560
MAMCO 2009-5713

10/1



Doc#: 0926631112 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/23/2009 02:28 PM Pg: 1 of 4

THIS INDENTURE WITNESSETH, that the Grantor, **ROMAN & ROMAN DEVELOPMENT, LLC**, a Nevada limited liability company, of the State of Nevada, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in the hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, conveys and warrants unto **MIDWEST BANK AND TRUST COMPANY**, 1604 West Colonial Parkway, Inverness, Illinois 60067, a corporation duly organized and existing as a corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of that certain Trust Agreement dated September 17, 2008, and known as **Trust Number 01-01-8740**, the following described real estate in the County of Cook and the State of Illinois, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in the 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, highways or alleys and to vacate any subdivision of part thereof, and to re-subdivide said real 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 thereafter, to contract to make leases and to grant options to lease and option to renew leases and options to purchase the whole or any part of the reversion 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 charges 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

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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, 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 (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance lease or other instrument, (a) that at the same 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 success 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.

This conveyance is made upon the express understanding that neither Midwest Bank and Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or its or their 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, and 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 irrevocable 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 discharged 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 and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earning, avails and proceeds 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, or in to said real estate as such, but only an interest in the earning, avails and proceeds thereof as aforesaid, the intention hereof being to vest in Midwest Bank and Trust Company the entire legal and equitable title in fee simple in and to all of the real estate above described.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this 10th day of September, 2009.

ROMAN & ROMAN DEVELOPMENT, LLC,
A Nevada limited liability company


By: 

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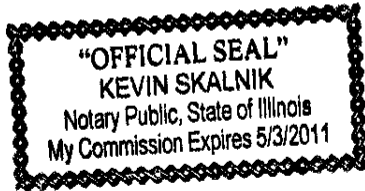
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that Andy Roman Jr., 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 he signed, sealed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 10th day of September, 2009



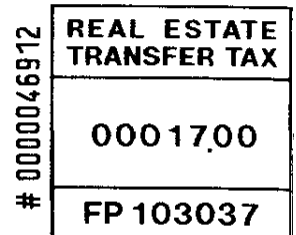
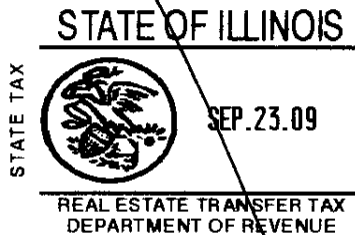
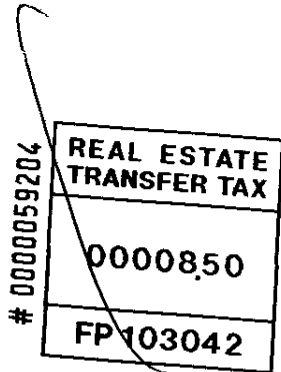
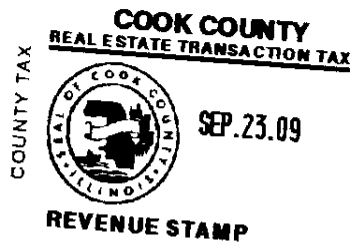
Notary Public



~~Mail recorded deed and~~ tax bills to:
Martin & Mathewson, P.C.
30 North LaSalle Street
Suite 1726
Chicago, Illinois 60602

This document was prepared by:
Jory Wisnoff
30 North LaSalle Street
Suite 1726
Chicago, Illinois 60602

City of Chicago Real Estate
Dept. of Revenue Transfer Stamp
589866 \$178.50
09/23/2009 11:45 Batch 03104 36



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EXHIBIT A

LOT 63 IN BLOCK 2 IN MILLER AND RIGDON'S SUBDIVISION OF OUTLOT 29 (EXCEPT THE NORTH 134 FEET THEREOF) IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 421 W. 56th Street
Chicago, Illinois 60621

PIN: 20-16-107-016

Property of Cook County Clerk's Office