## **UNOFFICIAL COPY**

Doc#: 0931735001 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/13/2009 09:20 AM Pg: 1 of 5

FIRST AMERICAN File # MUYPO

4684

### SPECIAL WARRANTY DEED IN TRUST

KNOW ALL MEN BY THESE PRESENTS that CITIMORTGAGE, INC., duly authorized to transact business in the State of Illinois, GRANTOR, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged does hereby GRANT, BARGAIN and SELL to NORTH STAR TRUST COMPANY of 500 W. Madisor, Ste 3150, Chicago, Illinois, as Successor Trustee to Harris, NA, as Successor Trustee to Harris Trust and Savings Bank, under a Trust Agreement dated March 12, 2001 and known as Trust No. L 4010, GRANTEE, all of the following described premises situated in Cook County, Illinois, to-wit

LOT 3 IN BLOCK 14 IN WEAGES JUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 17 TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Commonly known as: 1407 W. 110TH PLACE, CHICAGO, IL 60643

Permanent Index No: 25-17-332-011-0000

To Have and To Hold the said premises unto the sair; GRANTEE, its successors and assigns forever, subject only to:

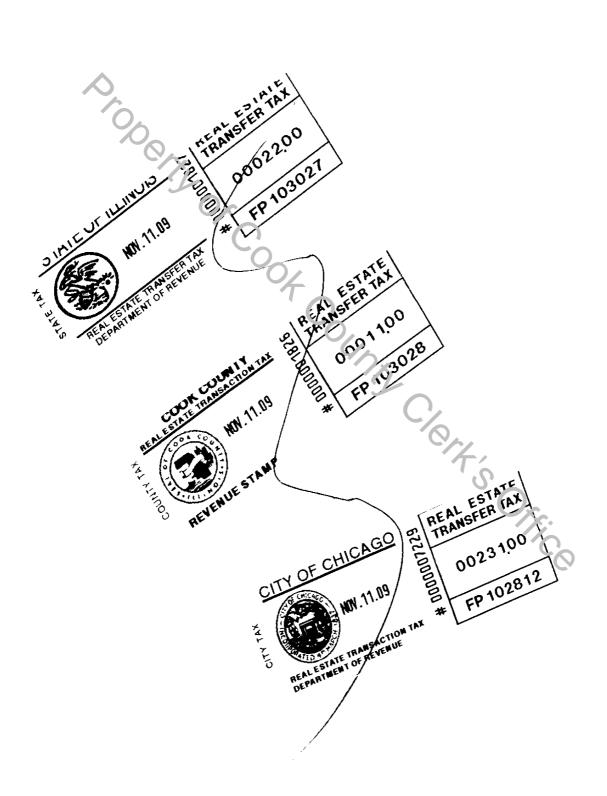
(a) general real estate taxes for 2008 2<sup>nd</sup> installment and subsequent years.

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, cretect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 trustee, 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 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

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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 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 said trustee, 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 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 in relation to said real attate 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 cleated 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 some amendment thereof and bir ding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) ir 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 hereurider 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.

And said grantor, hereby expressly waives and releases 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.

And the said GRANTOR, for itself and its successors, does warrant to the said GRANTEE, successors and assigns, only that:

- GRANTOR has not done or suffered to be done anything whereby the said premises hereby granted are, or may be in any manner, encumbered; and
- 2. GRANTOR will forever defend the sald premises against all persons lawfully claiming through GRANTOR, but not otherwise.

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This instrument was acknowledged before me on the day of October, 2009, by Mark Via authorized signer of National Default REO Services, A Delaware Limited Liability Company, d/b/a First American Asset Closing Services ("FAACS"), as Attorney-in-Fact and/or agent of CitiMortgage Inc., a corporation organized and operating under the laws of the State of California, on behalf of said corporation.	
Liability Company, d/b/a	rvices, A Delaware Limited First American Asset Closing rney-in-Fact and/or agent of orporation organized and f the State of California
THIS INSTRUMENT WAS	
STATE OF Hauselman, R 39 South LaSa	appin & Olswang, Ltd.
COUNTY OF CALLAGO Chicago, Illino	
The sold was lard	NS 00003
a Notary Public in and for said County, in the State	
atorementioned, DO HEKEBY CERTIFY that	
to be the authorized signer of National Default REO Services, A Delaware Limited Liability	
Company, d/b/a First American Asset Closing Services ("FAACS"), as Attorney-in-Fact and/or	
agent of CitiMortgage Inc., a corporation organized and operation under the laws of the	
State of California, on behalf of said corporation, 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 as such Vice Presidence (5) he signed and delivered the said	
instrument and caused the corporate seal of said corporation to	be affixed thereto pursuant to
authority given by the Board of Directors of said corporation as	h s/her free and voluntary act
and as the free and voluntary act and deed of said corporation, for the uses and purposes	
therein set forth.	0/4/
22	4
GIVEN under my hand and official seal this day of Octobe; 2009.	
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Notar	y Public
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	The state of the s
	Notary Public, State of Texas  Notary Public, State of Texas  Ny Commission Expires
	January 26, 2012

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

Legal Description: LOT 3 IN BLOCK 14 IN WEAGES SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 25-17-337-011-0000 Vol. 0461

Property Address: 1407 West 110TH Place, Chicago, Illinois 60643

2, Chicagu,
OxCook Columnia Clarks Offica MAIL TO: NORTH STAR TOUST Co. 500 W MADISA Se. 3150 OhiAGO, FL Colole! Sew TAK Bills To: JAM Vectures, LLC

1440 N. Kingbury, Ste. 120

Chiufo /IL 60642