



Doc#: 1003344034 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/02/2010 10:49 AM Pg: 1 of 4

Return to:
Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560
HL2009 CO-22106 (10F1)

SPECIAL WARRANTY DEED IN TRUST

THE GRANTOR, HOMESALES, INC., BY ASSIGNMENT, duly authorized to transact business in the State of Illinois, party of the first part, for and in consideration of Ten and No/100's Dollars, (\$10.00) in hand paid, CONVEYS and WARRANTS to US BANK & TRUST, AS TRUSTEE UNDER TRUST AGREEMENT #8409, (hereinafter referred to as "said trustee", regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described Real Estate, situated in the County of Cook, in the State of Illinois, to-wit:

LOT 252 IN CENTRE AVENUE ADDITION (EXCEPT RAILROAD) IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 IN SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to:

General real estate taxes for 2009 and subsequent years; special assessments confirmed after the date of the contract to purchase the property; building, building line and use or occupancy restrictions, conditions and covenants of record; zoning laws and ordinances; easements for public utilities; and drainage ditches, feeders, laterals and drain tile, pipe, or other conduit.

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.

Full power and authority are hereby granted to said trustee 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 trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said

KX

UNOFFICIAL COPY

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 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 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 some amendment thereof and binding 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) 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.

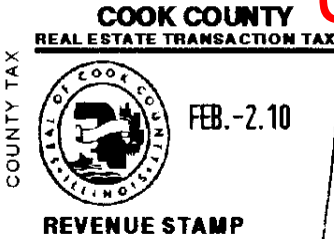
If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance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

And the said grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Address of Property: 5728 South Elizabeth Street Chicago, IL 60636

Permanent Real Estate Index Number: 20-17-122-035-0000

UNOFFICIAL COPY



REAL ESTATE TRANSFER TAX
00008.00
0000063791
FP 103042

Dated this 5th day of January, 2010.

HOMESALES INC., BY ASSIGNMENT

By: Integrated Asset Services LLC as Attorney in Fact

By: Kay Thompson, Contract Specialist President



REAL ESTATE TRANSFER TAX
00016.00
0000051494
FP 103037

Attest:

City of Chicago Dept. of Revenue 597315



Real Estate Transfer Stamp \$168.00

Batch 678,745

STATE OF COLORADO) COUNTY OF DENVER)

2/2/2010 9:07

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kay Thompson personally known to me to be the Contract Specialist President of Integrated Asset Services a(n) corporation, and [blank], personally known to me to be the [blank] Secretary of said corporation, and 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 severally acknowledged that as such President and [blank] Secretary, they 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 their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of January, 2010.

Denise M. Carreras Notary Public

Commission expires 9/12/2011

DENISE M CARRERAS NOTARY PUBLIC STATE OF COLORADO MY COMMISSION EXPIRES 9-12-2011

This instrument was prepared by: Attorney Donald C. Marcum, Wheatland Title Building, 105 W. Veterans Pkwy Yorkville, IL 60560 (630)892-2323, ext. 234

UNOFFICIAL COPY

Mail to:

Wheatland Title Guaranty Company

105 W. Veterans Pkwy

Yorkville, IL 60560

Send Subsequent Tax Bills to:

US Bank & Trust #8409

104 N. Oak Park Ave.

Oak Park IL 60301

Property of Cook County Clerk's Office