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WARRANTY DEED IN TRUST



Doc#: 1009556042 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/05/2010 12:26 PM Pg: 1 of 5

THIS INDENTURE WITNESSETH that the Grantor, **LUIS A. TOLEDO, married to MARIA D. TOLEDO***, of the State of Florida, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and warrant unto **CHICAGO TITLE LAND TRUST COMPANY**, a corporation of the State of Illinois, whose address is 171 N. Clark Street, Suite 575, Chicago, Illinois 60201, as Trustee under the provisions of a certain Trust Agreement dated the 1st day of February, 2010, known as Trust Number 0002354387, the following described real estate in the County of Cook, State of Illinois, to-wit:

Lot 139 in Concord at the Glen Unit 2, falling in that portion of Lot 37 in Glenview Naval Air Station Subdivision No. 2, being a subdivision of part of Sections 15, 21, 22, 23, 26, 27, 28 and 34, Township 42 North, Range 12, east of the Third Principal Meridian, recorded January 3, 2001 as Document 0010004438 in Cook County, Illinois

Commonly Known As: 2263 Timothy Drive, Glenview, Illinois 60026
Property Index Number: 04-27-426-022-0000

together with the tenements and appurtenances thereunto belonging.

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.

THE TERMS AND CONDITIONS APPEARING ON PAGE 3 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

The Grantor hereby expressly waives and releases any and all right of 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 Grantor aforesaid has hereunto set their hands and seals this 5th day of MAR^{ch}, 2010.

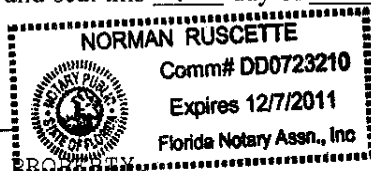
Luis A Toledo (Seal)
Luis A. Toledo

Maria D Toledo (Seal)
Maria D. Toledo

State of Florida)
County of OSCEOLA) SS.

I, NORMAN RUSCETTE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **LUIS A. TOLEDO and MARIA D. TOLEDO**, personally known to me to be the same persons whose names 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, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 10th day of MAR, 2010



Norman Ruscette
Notary Public

* THIS IS NOT HOMESTEAD PROPERTY

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AFTER RECORDING,

MAIL THIS INSTRUMENT TO:

Jerold S. Rawson
Rawson, Rawson & Rawson, Ltd.
1935 Shermer Road, Suite 250
Northbrook, IL 60062

MAIL FUTURE TAX BILLS TO:

Luis A. Toledo
Midwest Moving & Storage, Inc.
1255 Tonne Road
Elk Grove Village, IL 60007

THIS INSTRUMENT WAS PREPARED BY:

Jerold S. Rawson
Rawson, Rawson & Rawson, Ltd.
1935 Shermer Road, Suite 250
Northbrook, IL 60062

Property of Cook County Clerk's Office

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TERMS AND CONDITIONS

Full power and authority is hereby granted to said trustee to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and 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 directly to a trust grantee or to a successor or successors in trust and to grant to such trust grantee or 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 or 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 or 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.

This conveyance is made upon the express understanding and condition that neither Chicago Title Land Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment 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 amendments 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 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, the intention hereof being to vest in said Chicago Title Land Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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EXHIBIT A
LEGAL DESCRIPTION

Legal Description:

LOT 139 IN CONCORD AT THE GLEN UNIT 2 FALLING IN THAT PORTION OF LOT 37 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 3, 2001 AS DOCUMENT 0010004438 IN COOK COUNTY, ILLINOIS.

Permanent Index Number:

Property ID: 04-27-426-022-0000

Property Address:

2263 TIMOTHY DRIVE
GLENVIEW, IL 60026

Property of Cook County Clerk's Office

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STATEMENT BY GRANTOR AND GRANTEE

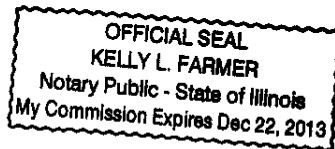
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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 and hold title to real estate under the laws of the State of Illinois.

Dated: 4/5/10

Signature: [Handwritten Signature]
Grantor or Agent

Subscribed and sworn to before me this 5th day of April, 2010.

Kelly L. Farmer
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, 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: 4/5/10

Signature: [Handwritten Signature]
Grantee or Agent

Subscribed and sworn to before me this 5th day of April, 2010.

Kelly L. Farmer
Notary Public

