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DEED IN TRUST (ILLINOIS)



Doc#: 1036357273 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/29/2010 11:09 AM Pg: 1 of 3

THE GRANTORS, JEFFREY SMITH and MARY JO SMITH, husband and wife, of the City of Chicago, the County of Cook, and State of Illinois, for and in consideration of the sum of (\$10.00) TEN DOLLARS, and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby **CONVEYS** and Quit Claims to **JEFFREY SMITH and MARY JO SMITH, as Co-Trustees of THE JEFFREY SMITH AND MARY JO SMITH JOINT REVOCABLE TRUST AGREEMENT dated December 21, 2010**, of 11241 S. Central Park Ave., Chicago, IL 60655, the following described real estate:

LOT 38 IN THE SUBDIVISION OF THE NORTH 20 RODS OF THE WEST 40 RODS OF THE SOUTH 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): **24-23-208-003-0000**

Grantor's Address: **11241 S. Central Park Ave., Chicago, IL 60655**

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and of the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property or any part thereof, (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, streets, highways, or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to inquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument, that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that

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he or they were duly appointed and are fully invested into the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all person claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note the Certificate of Title, duplicate thereof, or memorial, the words, "in trust" or "upon condition", or "with limitation" or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantor hereby waives and releases any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

DATED this 21 day of December, 2010.

PLEASE PRINT OR TYPE NAMES BELOW SIGNATURE(S)

Jeffrey Smith (SEAL) Mary Jo Smith (SEAL)

JEFFREY SMITH MARY JO SMITH

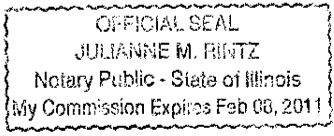
Exempt under provisions of Paragraph d, Section 4, Real Estate Transfer Act.

State of Illinois, County of Cook, ss.

I, the undersigned, a Notary Public in and for said County, Buyer State of Illinois BY CERTIFY that Jeffrey Smith and Mary Jo Smith, husband and wife, personally known to me to be the same person(s) whose name(s) 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 official seal, this 21st day of December, 2010.

Julianne M. Rintz
 NOTARY PUBLIC
 My Commission expires: 2-8-11



MAIL TO:
 Patrick S. Sullivan
 9031 W. 151st Street, Ste. 203
 Orland Park, IL 60462

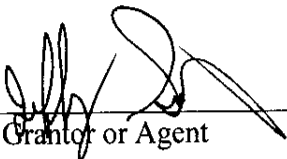
SEND SUBSEQUENT TAX BILLS TO:
 Jeffrey and Mary Jo Smith
 11241 S. Central Park Ave.
 Chicago, IL 60655

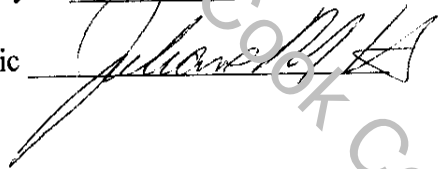
This instrument was prepared by: Patrick S. Sullivan, Attorney At Law, 9031 W. 151st Street, Suite 203, Orland Park, IL 60462

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STATEMENT OF GRANTOR/GRANTEE

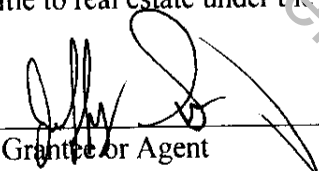
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate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

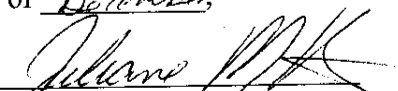
Dated 12-21, 10 Signature: 
Grantor or Agent

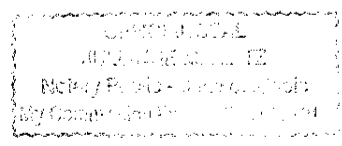
Subscribed and sworn to before me by the said Jeffrey Smith this 21st day of December 2010
Notary Public 



The grantee 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 12-21, 10 Signature: 
Grantee or Agent

Subscribed and sworn to before me by the said Jeffrey Smith this 21st day of December 2010
Notary Public 



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A. misdemeanor for subsequent offenses.

(Attach to deed or AB) to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.