

# UNOFFICIAL COPY



DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT  
THE GRANTOR, Kelley Foster



Doc#: 1108011031 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/21/2011 09:28 AM Pg: 1 of 4

of the County of Cook and  
State of Ill for and  
in consideration of the sum of \$10.00 Dollars  
(\$ 10.00) in hand paid, and of other  
good and valuable considerations, receipt of  
which is hereby duly acknowledged, convey and  
WARRANT unto CHICAGO TITLE LAND  
TRUST COMPANY a Corporation of Illinois  
whose address is 171 N. Clark Street, Suite 575,  
Chicago, IL 60601, as Trustee under the  
provisions of a certain Trust Agreement, dated

(Reserved for Recorders Use Only)

7th, day of March, 2011 and known as Trust Number 008002356711  
the following described real estate situated in \_\_\_\_\_  
County, Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 8220 So Jeffery Chicago Ill. 60617  
Property Index Numbers 20-36-124-1035-1008

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

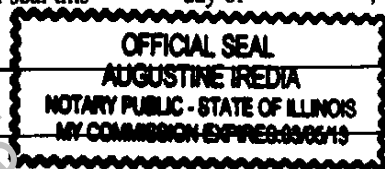
THE TERMS AND CONDITIONS APPEARING ON PAGE 2 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the 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 exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

X Kelley Foster  
Seal

Seal



Seal

Seal

STATE OF Ill )  
COUNTY OF Cook ) Augustine Iredia, a Notary Public in and for  
said County, in the State aforesaid, do hereby certify

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered of said instrument as a 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 11 day of December, 2010

Augustine Iredia  
NOTARY PUBLIC

Prepared By:

MAIL TO: CHICAGO TITLE LAND TRUST COMPANY  
171 N. CLARK STREET, SUITE 575  
CHICAGO, IL 60601

SEND TAX BILLS TO:

Exempt under provisions of Paragraph 2, Section 11-41,  
Real Estate Transfer Tax Act.

3/7/2011  
Date

Kelley Foster  
Buyer, Seller or Representative

CHICAGO TITLE LAND TRUST COMPANY

SPS  
INT  
BOX 334 CTN

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The interest of every beneficiary and of any person who may become entitled to any interest under this trust shall consist only of (1) the power to direct the trustee to deal with title to the property; (2) the power to manage, possess, use and control the property and (3) the right to receive the earnings, avails and proceeds from leases and other uses and front mortgages, sales and other dispositions of the property. Such rights and powers shall be personal property and may be assigned as such on the death of any beneficiary his interest, except as otherwise specifically provided, shall pass to his executor or administrator and not to his heirs at law. No beneficiary at any time shall have any right, title or interest in or to any portion of the legal or equitable title to the property. The death of any beneficiary shall not terminate the trust or affect the rights or powers of the trustee or of the beneficiaries except as provided by law.

By amendment in writing delivered to and accepted by the trustee any beneficiary having a vested interest hereunder shall at any time or times have the right to revoke, alter or amend the provisions of this trust agreement relative to the person or persons who may be entitled from time to time to the ownership and enjoyment of said beneficiary's interest hereunder.

No assignment of any beneficial interest shall be binding on the trustee until the original or executed duplicate of the assignment is delivered to the trustee and accepted by him in writing. Every assignment of any beneficial interest, the original or duplicate of which shall not have been so delivered to and accepted by the trustee shall be ineffective as to all subsequent assignees or purchasers without notice.

The trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports, and pay general real estate and all other taxes or charges payable with respect to the property and to the earnings, avails and proceeds of the property or based on their interests under this agreement.

If the trustee shall make any advances or incur any expenses on account of this trust or the property or shall incur any expenses by reason of being made a party to any litigation in connection with this trust or the property or if the trustee shall be compelled to pay money on account of this trust or the property, whether for breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the beneficiaries jointly and severally demand shall pay to the trustee, with interest at the highest rate per annum permitted by law the amount of all such expenses, advances or payments made to the trustee, plus all its expenses, including attorney's fees. The trustee shall not be obliged to convey, transfer or otherwise deal with the property or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest.

The trustee shall not be obligated to pay any money for this trust or the property or to prosecute or defend any legal proceeding involving this trust or the property unless it shall elect to do so and be furnished with sufficient funds or be indemnified to its satisfaction. If the trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the property, the sole duty of the trustee shall be to forward the process or notice to the person named herein as the person to whom inquiries or notices shall be sent, or, in the absence of such designation, to the beneficiaries. The latest address appearing in the records of the trustee shall be used for all mailings.

It shall not be the duty of the purchaser of the property or of any part of it to see to the application of the purchase money, nor shall anyone who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or into the provisions of this agreement.

This agreement shall not be recorded in the county in which the property is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the trustee. In this agreement the plural includes the singular, and vice versa and the masculine gender includes the feminine.

The trustee may at any time resign by sending by registered or certified mail a notice of such intention to each of the then beneficiaries at his last address appearing in the records of the trustee. Such resignation shall become effective twenty days after such mailing. On such resignation a successor trustee shall be appointed in writing by the persons then entitled to direct the trustee in the disposition of the property, and the trustee shall thereupon convey or transfer the property to such successor. If no successor is named as above provided within twenty days after the mailing of such notices by the trustee, the trustee may convey or transfer the trust property to the beneficiaries in accordance with their interests hereunder, and the conveyance may be recorded or registered, the case may be, by the trustee and such recording or registration shall constitute delivery of the conveyance or transfer to the beneficiaries. The trustee, at his option, may file a complaint for appropriate relief in any court of competent jurisdiction.

Every successor trustee shall become fully vested with all the title, estate, rights, powers, trusts and shall be subject to the duties and obligations, of the predecessor.

It is agreed by the parties and by any person who may hereafter acquire any interest in this trust that the trustee will deal with the trust property including cash or other assets of any kind, which may have become subject to the trust only when authorized to do so in writing.

On the written direction of the party or parties designated on the reverse side hereof as having the power of direction the trustee will make deeds for, execute deeds conveying directly to a trust Grantee, or mortgages or trust deeds (which may include a waiver of the right of redemption from sale under an order of foreclosure) or execute leases or otherwise deal with the title to the trust property including cash or other assets subject to the trust. The beneficiary by written instrument delivered to the trustee may revoke the foregoing power of direction and designate the person thereafter to exercise the power. Such instrument shall be signed by all the then beneficiaries. The trustee shall not be required to inquire into the propriety of any direction.

The trustee shall not be required to assume any personal obligation or liability in dealing with the property or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with title to the property so long as any money is due to it hereunder.

The beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the property and the trustee shall have no right or duty in respect to any such matters. The beneficiaries shall have the right to execute leases and collect rents in their own name or through their agents. The trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the property, except on written direction accepted by it as above provided and after the payment to it of all money necessary in its opinion to carry out the directions without liability to it. The beneficiaries are not the agents of the trustee for any purpose and do not have any authority to contract or to execute leases or do any other act for or in the name of the trustee or to obligate the trustee personally or as trustee.

The trustee shall not be required to execute any instrument containing covenants of warranty.

If any property remains in this trust twenty years from the date of this agreement or any extension thereof, it shall be sold at public sale by the trustee on reasonable notice determined by it and the net proceeds of the sale shall be divided among those who are then entitled thereto under this agreement in proportions in which they are then entitled.

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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: UNIT 8 AS DELINEATED IN THE AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 22,199,523, AND SURVEY OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 2/3 OF LOT 7 AND LOTS 9,10, AND 11 IN BLOCK 8 IN L.A. OSTROM'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS EXHIBIT "D" OF THE DECLARATION OF THE 8220 AND 8226 S. JEFFERY CONDOMINIUM RECORDED AS DOCUMENT 22,172,117 WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE SAID PARCEL (EXCEPTING FROM THE SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH TO SAID DECLARATION AND SURVEY AS AMENDED), IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 20-36-124-035-1008 Vol. 5222

Property Address: 8220 South Jeffrey Avenue, Unit 8, Chicago, Illinois 60617

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, 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: 3/6/2011

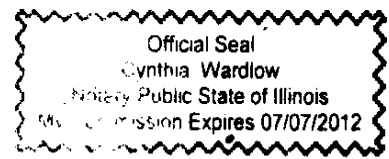
Signature: Kelly Foster

X SUBSCRIBED AND SWORN TO BEFORE ME BY

THE SAID Kelly Foster

THIS 6 DAY OF March, 2011

NOTARY PUBLIC Cynthia Wardlow



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 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: 3/6/2011

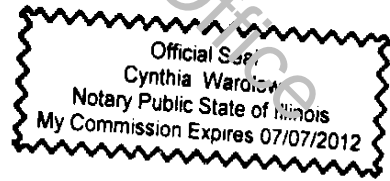
Signature: Kelly Foster

X SUBSCRIBED AND SWORN TO BEFORE ME BY

THE SAID Kelly Foster

THIS 6 DAY OF March, 2011

NOTARY PUBLIC Cynthia Wardlow



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 ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)