

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

THIS INDENTURE, WITNESSETH, THAT THE GRANTORS, DAVID C. SMID and PATRICIA E. SMID, formerly known as PATRICIA E. PLUTA, husband and wife, of the City of Berwyn, County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, conveys and **WARRANTS 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 the 2nd day of December, 2011 and known as Trust Number 8002358296, the following described real estate situated in Cook County, Illinois, to wit:



Doc#: 1135044062 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/16/2011 12:44 PM Pg: 1 of 4

### SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 3828 S. Home Avenue, Berwyn, IL 60402

Property Index Numbers 16-31-327-023-0000

together with the tenements and appurtenances thereunto being.

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 grantors hereby expressly waive and release 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 grantors aforesaid have hereunto set hands and seals this 2nd day of December, 2011.

David C. Smid  
Seal: David C. Smid

Patricia E. Smid  
Seal: Patricia E. Smid

Patricia E. Pluta  
Seal: Patricia E. Pluta

State of ILLINOIS ) I, THOMAS W. GIGER, a Notary Public in and for said County, in the State aforesaid,  
County of COOK ) do hereby certify that DAVID C. SMID and PATRICIA E. SMID, formerly known as PATRICIA E. PLUTA, husband and wife,

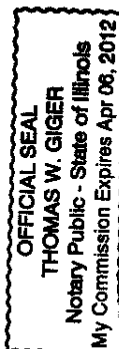
personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this 2nd day of December, 2011.

Thomas W. Giger  
Notary Public

Prepared By: Thomas W. Giger, Attorney  
3903 S. Oak Park Avenue  
Stickney, IL 60402

MAIL TO:  
CHICAGO TITLE LAND TRUST COMPANY  
1100 Lake Street, Suite 165  
Oak Park, IL 60301



THIS TRANSACTION IS EXEMPT UNDER  
PARAGRAPH 5 OF THE BERWYN CITY  
CODE SEC. 888.06 AS A REAL ESTATE  
TRANSACTION.  
DATE 12-15-11 TELLER [Signature]

SEND TAX BILLS TO:  
Mr. & Mrs. David C. Smid  
3828 S. Home Avenue  
Berwyn, IL 60402-3931

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## TERMS AND CONDITIONS

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate 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 real estate 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, 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 real estate, 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 real estate or any part thereof, and to deal with said real estate 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, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (*including the Recorder of Deeds of the aforesaid county*) 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 all amendment thereof, if any, and binding upon all beneficiaries thereunder; (c) that said Trustee, or any successor in trust, 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 under said Trust Agreement 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 any 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 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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## LEGAL DESCRIPTION

Property Address: 3828 S. Home Avenue  
Berwyn, IL 60402

PIN: 16-31-327-023-0000

Legal Description:

LOT 9 IN BLOCK 1 IN E. A. CUMMINGS AND COMPANY'S WEST 39<sup>TH</sup> STREET SUBDIVISION OF BLOCKS 38 AND 46 IN THE CIRCUIT COURT PARTITION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1915 AS DOCUMENT NO. 5779277, IN COOK COUNTY, ILLINOIS.

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, ILLINOIS REAL ESTATE TRANSFER TAX ACT.

Date:

12/2/2011

  
\_\_\_\_\_  
David C. Smid

This document was prepared by Thomas W. Giger, Attorney At Law, 3903 South Oak Park Avenue, Stickney, IL 60402, Tel. No. (708) 749-4646.

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## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his/her agent affirms that, to the best of his/her 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.

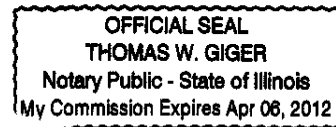
Dated: December 2, 2011

Signature: \_\_\_\_\_

Grantor or Agent

Subscribed and sworn to before me by the said DAVID C. SMID this 2nd day of December, 2011.

Notary Public \_\_\_\_\_



The grantee or his/her 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, 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.

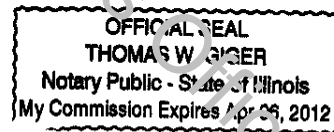
Dated: December 2, 2011

Signature: \_\_\_\_\_

Grantee or Agent

Subscribed and sworn to before me by the said PATRICIA E. SMID this 2nd day of December, 2011.

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.