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WARRANTY DEED IN TRUST



Doc#: 1329729048 Fee: \$44.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/24/2013 12:16 PM Pg: 1 of 4

Doc#: 1328922059 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/16/2013 11:46 AM Pg: 1 of 4

RERECORDING TO CORRECT MISTAKE

This space for Recorder's use only

THIS INDENTURE WITNESSETH, that the Grantor(s) **David W. Tipton and Erika A. Eatherton**, husband and wife, not as joint tenants and not as tenants in common, but as Tenants by the Entirety, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in the hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and Warrant(s) unto **FIRSTMERIT BANK, N.A.**, a national banking association under the laws of the United States of America, 1606 N. Harlem Avenue, Elmwood Park, IL 60707, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated **January 13, 2012**, and known as **Trust Number 13-8863** the following described real estate in the County of Cook and State of Illinois, to wit:

12-8863 RMD

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

Property address: 2855 N. Wolcott, Unit A, Chicago, IL 60657
PIN: 14-30-222-133-0000, Vol. 0491

Executed under provisions of Paragraph E
Section 4 Real Estate Transfer Tax Act
9/12/13 Erika A. Eatherton
Trustee

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.

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, highways or alleys and to vacate any subdivision of part thereof, and to re-subdivide said real 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 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 99 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 thereafter, to contract to make leases and to grant options to lease and option to renew leases and options to purchase the whole or any part of the reversion 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, 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 dealing with the Registrar of Titles of said county) relying upon or depending upon any such conveyance lease or other instrument, (a) that at the same time of the delivery thereof the trust created by this Indenture and by said Trust Agreement is in full force and effect, (b) that such conveyance or other instrument is in full force and effect with the trusts, conditions, covenants, stipulations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all parties and their successors 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

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other instrument, and (d) if the conveyance is made to a trustee or trustees in trust that such trustee or trustees 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 that neither FirstMerit Bank, N.A., individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 amendment thereto, or for injury to person or property happening in or about said real estate, and 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 irrevocable 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 discharged 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 earning, avails and proceeds 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, or in to said real estate as such, but only an interest in the earning, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said FirstMerit Bank, N.A., the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid has hereunto set their hand(s) and seal(s) this 12th day of Sept., 2013.

David W. Tipton
David W. Tipton (SEAL)

Erika A. Eatherton
Erika A. Eatherton (SEAL)

STATE OF ILLINOIS)
COUNT OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do certify that David W. Tipton and Erika A. Eatherton, personally known to me to be the same person(s) whose name(s) is 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.

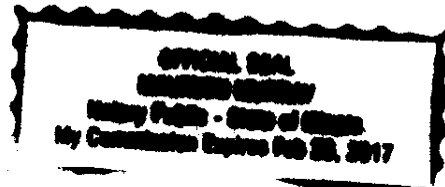
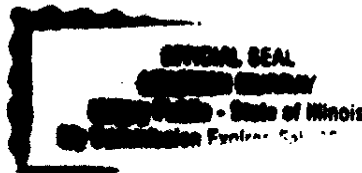
Given under my hand and notary seal this 11th day of September, 2013.

Maurice Murray
Notary Public

Mail recorded deed to:
FirstMerit Bank, N.A.
Trust Department
1606 N. Harlem Avenue
Elmwood Park, IL 60707

Mail tax bills to:
David W. Tipton
Erika A. Eatherton
2855 N. Wolcott, Unit A
Chicago, IL 60657

This document prepared by:
Rosanne M. DuPass, Trust Dept.
FirstMerit Bank, N.A..
1606 N. Harlem Avenue
Elmwood Park, IL 60707



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: LOT 28 IN LANDMARK VILLAGE 2, BEING A RESUBDIVISION OF LOTS 165 THROUGH 175, INCLUSIVE, AND LOTS 222 THROUGH 232, INCLUSIVE IN THE WM. DEERING'S DIVERSEY AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF VACATED WEST GEORGE STREET LYING NORTH OF AND ADJACENT TO SAID LOTS 165 THROUGH 175, AND PART OF VACATED WEST WOLFRAN STREET LYING SOUTH OF AND ADJACENT TO SAID LOTS 222 THROUGH 232, AND PART OF LOT 2 IN OWNER'S PLAT OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP AND RANGE AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1995 AS DOCUMENT 95027318, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PERPETUAL NON-EXCLUSIVE EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS IN, TO, OVER AND ACROSS LOT 58 AS CREATED AND SET OUT IN THE PLAT OF RESUBDIVISION FOR LANDMARK VILLAGE-UNIT TWO RECORDED AS DOCUMENT NUMBER 95027318.

Note: For informational purposes only, the land is known as:

2855 North Wolcott Avenue, Unit A
Chicago, IL 60657

City of Chicago
Dept. of Finance

654044

10/16/2013 11:40

dr00762



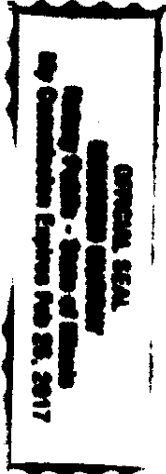
Real Estate
Transfer
Stamp

\$0.00

Batch 7,192,354

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STATEMENT BY GRANTOR AND GRANTEE



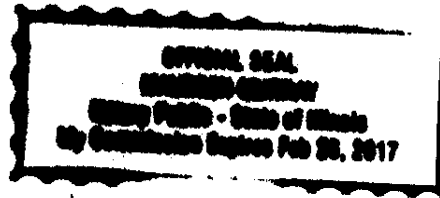
The Grantor or his agent affirms that, to the best of his/her knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois Corporation or foreign corporation authorized to do business or acquire and hold title to real 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: September 12, 2013

Signature *Erika A. Gathorn*
Grantor or Agent

Subscribed and Sworn to before me by said Grantor this 12th day of September, 2013.

Maureen Murray
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.

FirstMerit Bank N.A., as trustee,
ata 12-8863 & not personally

DATED: September 12, 2013

Signature *Rosanne M. DeSua*
Grantee or Agent / Trust Officer

Subscribed and Sworn to before me by said Grantee this 12th day of September, 2013.

Eleni Drakakis
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 a Class A misdemeanor for subsequent offenses.

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