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**Transfer on Death
Instrument
(BENEFICIARY DEED)**



Doc#: 1507647127 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/17/2015 09:32 AM Pg: 1 of 7

**pursuant to the
Illinois Residential Real Property
Transfer on Death Instrument
Act
(755 ILCS 27)**

WHEN RECORDED RETURN TO:

**ETHEL BROWN
11764 S. WALLACE ST.
CHICAGO, IL 60628**

(Above Space for Recorder's Use Only)

I, **ETHEL BROWN**, a WIDOWED, FEMALE, RESIDENT OF **CHICAGO**, DOMICILED IN **COOK COUNTY, IL**, AND BORN **November 16, 1924**, declare this document to be my Transfer on Death Instrument, hereinafter referred to as a Beneficiary Deed, revoking all Beneficiary Deeds prepared, executed and recorded regarding the Subject Property described below. This document is to be interpreted, governed and construed under the laws of the State of Illinois.:

- 1) I am the OWNER of the Subject Property
 - a) located at and commonly known as: **11764 S. WALLACE ST., CHICAGO, COOK COUNTY, IL 60628.**
 - b) PIN: **25-21-322-021-0000**
 - c) legally described as: **LOT 11 IN BLOCK 5 IN KNEELAND AND WRIGHT'S 2ND ADDITION TO WEST PULLMAN IN WEST ½ OF SOUTH WEST ¼ OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**
- 2) The Subject Property is Residential Real Estate as defined under the Illinois Residential Real Property Transfer on Death Instrument Act, in that it is:
 - a) Real property improved with not less than one nor more than 4 residential dwelling units;
 - b) A unit in a residential cooperative;
 - c) A unit in a residential condominium development, including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit; or
 - d) A single tract of agriculture real estate consisting of 40 acres or less which is improved with a single family residence.
- 3) Under this Beneficiary Deed, I am naming the person or persons to be my designated beneficiary. Furthermore, upon my death, I am transferring the Subject Property with all rights, title and interest to an appropriate beneficiary in accordance with the Illinois Residential Real Property Transfer on Death Instrument Act and the following provisions:
 - a) References to a person in this Beneficiary Deed have the same meaning as a person as defined under the Illinois Residential Real Property Transfer on Death Instrument Act (755 ILCS 27/5).
 - b) I may name one designated beneficiary to receive the Subject Property or I may name multiple beneficiaries to receive the property.
 - c) I may designate beneficiaries who are members of a class (e.g., my siblings, my children, my parents, etc.) or I may specifically name multiple beneficiaries that form a related or an unrelated group.
 - d) Unless indicated otherwise, when, in a single devise, I name multiple beneficiaries to receive the Subject Property, the beneficiaries who are entitled to take, must do so in equal shares, as JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP and not as TENANTS IN COMMON.

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- e) Priority and division of Designated Beneficiaries:
- i) Level 1: My "FIRST" DESIGNATED BENEFICIARY is the person or persons who would have priority of entitlement to receive the Subject Property, in the event of my death.
 - ii) Level 2: My "SECOND" DESIGNATED BENEFICIARY is the person or persons who would have priority of entitlement to receive the Subject Property, in the event of a lapse of the devise to all First Designated Beneficiaries.
 - iii) Level 3: My "THIRD" DESIGNATED BENEFICIARY is the person or persons who would have priority of entitlement to receive the Subject Property, in the event of a lapse of the devise to all First Designated Beneficiaries and all Second Designated Beneficiaries.
- f) References to a beneficiary living or surviving me means the beneficiary is then living or in existence on the 8th day after the date of my death.
- g) Wherever used in this Beneficiary Deed and the context so requires, the masculine includes the feminine and the singular includes the plural, and vice versa.
- h) Unless otherwise indicated, if a particular designated beneficiary from one of the respective beneficiary levels fails to survive me, the surviving members of that level, who are then living at the time of my death, shall take the share or shares which the deceased member(s) would have taken if the deceased member(s) survived me. In the case where a designated beneficiary fails to survive me, unless I specify that a designated beneficiary shall take the Subject Property, per stirpes, even when a deceased member of the group is a descendant of mine, the transfer to the deceased designated beneficiary shall lapse.
- 4) MY FIRST DESIGNATED BENEFICIARY OR BENEFICIARIES:
- a) To **MY DAUGHTER, LILLIE ANDERSON, BORN AUGUST 5, 1943**, as Trustee pursuant to the powers and authorities granted trustees under the Illinois Trusts and Trustees Act (760 ILCS 5/1). This trust may be referred to, in any other instrument, by the name: **11764 S. WALLACE ST TRUST**. If **MY DAUGHTER, LILLIE**, is unable, unwilling or unavailable to perform this act, then, unless otherwise indicated, I name the following to perform this act, to act alone and successively, in the order named:
 - i) **MY SON, LANDON BROWN, BORN SEPTEMBER 8, 1952**
 - ii) **MY GRANDDAUGHTER, VALERIE ESTER (nee BROWN), BORN APRIL 29, 1965**
 - iii) **THE BENEFICIARY WHO IS SELECTED, IN WRITING, BY A MAJORITY OF THE NAMED BENEFICIARIES WHO SURVIVE ME.**
 - b) I direct my Trustee to sell the subject property in whatever manner my Trustee deems most appropriate, and give, in unequal shares, the proceeds (after all transactional expenses, as determined by my Trustee, are considered) of such sale to the following beneficiaries, who survive me, namely:
 - i) **25% TO MY DAUGHTER, LILLIE ANDERSON, BORN AUGUST 5, 1943**
 - ii) **25% TO MY SON, LANDON BROWN, BORN SEPTEMBER 8, 1952**
 - iii) **25% TO MY SON, DARRYL BROWN, BORN JUNE 9, 1963**
 - iv) **12.5% TO MY GRANDSON, RICARDO TRAMELL**
 - v) **12.5% TO MY GRANDDAUGHTER, DAWN CHRISTIE TRAMELL**
 - c) If **MY DAUGHTER, LILLIE ANDERSON, BORN AUGUST 5, 1943, DOES NOT SURVIVE ME THEN THE SHARE SHE WOULD HAVE RECEIVED HAD SHE SURVIVED ME SHALL PASS TO MY GRANDDAUGHTER, VALERIE ESTER (nee BROWN), BORN APRIL 29, 1965, if she survives me.**
 - d) If any of the other above named beneficiaries fail to survive me, then the share that he or she would have received had he or she survived me, shall be divided proportionately (not equally) among the surviving named beneficiaries.
 - e) During the transitory period before the property is transferred, I direct the Trustee, to hold, manage and maintain the subject property, and I give my Trustee authority to manage the expenses in whatever manner my Trustee deems most appropriate.
 - i) Written confirmation, as determined by my Trustee, of any expense, reimbursement or distribution or the receipt therefor executed by the person to whom the distribution is made or expense is being paid or reimbursed, shall be a full discharge of my Trustee from any liability with respect thereto, even though my Trustee may be such person who provides the written confirmation.

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- f) If this testamentary trust or any testamentary trust of this instrument fails to create the trust or is later held to be invalid by a court of proper jurisdiction, then the subject property shall pass with my estate.
- g) The Trustee may have and hold the subject property for the benefit of the vested beneficiaries herein forever. Furthermore, full power and authority is hereby granted to said Trustee to subdivide and re-subdivide the real estate or any part thereof; to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts to sell on any terms, to convey either with or without consideration; to convey the 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 the Trustee; to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, and to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rentals, to execute grants of easements or charges of any kind; to release, convey, or assign any right, title, or interest in or about or easement appurtenant to the real estate or any part thereof, and to deal with the title to 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 title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.
- h) In no case shall any party dealing with said Trustee in relation to the subject property, or to whom the real estate or part thereof shall be conveyed, contracted to be sold, leased, or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the "necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by the Trustee in relation to the 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 herein and by the 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 herein and in the trust agreement or in any amendments thereof and binding upon all beneficiaries; (c) that the 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, her, or their predecessor in trust.
- i) The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails, and proceeds thereof as aforesaid.
- j) In the event that rents are collected from parties other than the beneficiaries of this trust, all such rental proceeds from the subject property (after the payment of normal and customary expenses) shall be distributed to the beneficiaries along with an accounting of all relevant transactions at least annually.
- k) **PROPERTY VESTING IN DISABLED PERSONS:** Notwithstanding any other provision in this instrument, if any beneficiary under this instrument, including any beneficiary of any trust created under this instrument, is or shall become disabled or incapacitated, institutionalized, and/or shall be receiving nursing or other care in the home of the beneficiary, in a nursing home, or on an out-patient basis, thereby entitling the beneficiary to public benefits such as Medicaid or Supplemental Security Income, or my Trustee reasonably shall anticipate that the beneficiary may need such public benefits in the foreseeable future, the share to which said beneficiary (hereinafter referred to as the "Beneficiary") is entitled instead shall

be distributed to my Trustee IN TRUST, to hold the same as a separate trust for the benefit of the Beneficiary in accordance with the following provisions of this Section.

- i) My Trustee shall hold, manage, invest and reinvest the trust assets, shall collect the income therefrom and, after deducting all charges and expenses properly attributable thereto, shall apply for the benefit of the Beneficiary, at any time and from time to time, any part or all of the net income and/or principal of this trust as my Trustee shall deem advisable, in the absolute discretion of my Trustee, subject to the limitations set forth below. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least annually.
- ii) It is my intention to create a purely discretionary supplemental needs trust. I intend that the trust assets be used to supplement, not supplant, impair or diminish, any benefits or assistance of any federal, state, county, city or other governmental entity for which the beneficiary may otherwise be eligible or which the beneficiary may be receiving. Consistent with that intent, it is my desire that, before expending any amounts from the net income and/or principal of this trust, my Trustee shall consider the availability of all benefits or assistance under governmental or private programs for which the Beneficiary may be eligible and that, where appropriate and to the extent possible, my Trustee shall endeavor to maximize the collection of such benefits or assistance for the benefit of the Beneficiary.
- iii) None of the income or principal of this trust shall be applied in such manner as to supplant, impair or diminish benefits or assistance of any federal, state, county, city or other governmental entity for which the beneficiary may otherwise be eligible or which the beneficiary may be receiving. The Trustee shall not make any distribution to or for the benefit of the Beneficiary if such distribution would reduce or eliminate any governmental entitlement or payment which the Beneficiary would otherwise receive.
- iv) No judge or court shall have the power to order the invasion of principal in contravention of the provisions of the directives above. This provision is intended to negate and eliminate any discretion granted by any applicable law. All provisions of this trust shall be interpreted to conform to my primary goal that any governmental benefits or assistance that otherwise would be available to the Beneficiary if this trust did not exist will in no way be reduced, diminished, altered or denied.
- v) The following are examples of the kind of supplemental, nonsupport disbursements that may be appropriate for my Trustee to make for the Beneficiary: medical, dental, rehabilitative and diagnostic work or treatment for which there are no private or public funds otherwise available; supplemental nursing care; differentials in the cost between housing and shelter for shared and private rooms in institutional settings; care appropriate for the Beneficiary that assistance programs do not otherwise provide; and expenditures for travel, companionship, cultural and educational experiences. It is my desire that the Beneficiary enjoy the therapeutic benefits of education, vocational training, hobbies, vacations, modes of transportation, equipment, visitation with family and friends, and other needs and/or luxuries the Beneficiary may have to enjoy life to the fullest. Subject to the restrictions and limitations set forth in the preceding paragraphs of this Article, my Trustee may use the principal and income of this trust for these types of purposes and such other purposes as my Trustee may deem appropriate.
- vi) The Beneficiary shall not have any right or power to assign, encumber, direct, distribute or authorize distribution from this trust. The Beneficiary has no entitlement to the income or principal of this trust, except as my Trustee, in the complete, sole, absolute and unfettered discretion of my Trustee, may elect to disburse. In this regard my Trustee may act unreasonably and arbitrarily as I could have acted if living and in control of these funds. The discretion of my Trustee in making nonsupport disbursements as provided in this will is final as to all interested parties, including all federal, state, county, city or other governmental entities, even if my Trustee shall elect to make no disbursements at all.
- vii) With the consent of my Trustee, any person may add property to this trust, by assignment, gift, transfer, deed or will, and any property so added shall be held, administered and distributed under the terms of this trust.
- viii) My Trustee from time to time may consult with an attorney with appropriate expertise in the area of public benefits and trust law to review applicable legislation, regulations and requirements so that the public benefits eligibility of the Beneficiary is not jeopardized by the actions of my Trustee. The cost of such attorney shall be paid by my Trustee from the trust assets.

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- ix) Subject to the restrictions and limitations set forth in the preceding paragraphs of this Article, upon the death of the Beneficiary my Trustee may pay all or part of the funeral expenses of the Beneficiary and expenses relating to the distribution of the remaining trust assets as my Trustee shall deem advisable, in the absolute discretion of my Trustee. My Trustee may consider whether other satisfactory provisions have been made for such expenses.
- x) My concern is to provide for the Beneficiary and I am not concerned about preserving assets for the remaindermen of this trust. Upon the death of the Beneficiary, all remaining principal and income of this trust shall be paid and distributed as follows: The remaining principal and interest shall be distributed according to the directions and terms specified under my residuary estate, but if for any reason the foregoing bequest shall disqualify this bequest as a "third party" supplemental needs trust, then as my Trustee may elect.
- xi) If the existence of this supplemental needs trust adversely affects the qualification of the Beneficiary for public entitlements or private support benefits, my Trustee may terminate this trust. If this occurs the remainder interest will be accelerated and all principal and income remaining in the trust shall be paid and distributed as provided in the preceding section. In the event of such a voluntary termination of this trust, it would be my hope and expectation that the remainder beneficiaries would continue to provide for the nonsupport care of the Beneficiary of this trust; however, this request is an expression of my wishes and is not binding on the remainder beneficiaries.
- xii) If for any reason the foregoing shall not qualify as a "third party" created supplemental needs trust, my Trustee may, but shall not be required to, establish by court order a "first-party" or "self-settled" supplemental needs trust as permitted by law.
- I) PROPERTY VESTING IN MINORS OR INCOMPETENTS:** Unless otherwise specified, if any principal or income of this trust or any trust hereunder vests in absolute ownership in a minor or incompetent, the Trustee serving, at any time and without court authorization, may: distribute the whole or any part of such property to the beneficiary; or use the whole or any part for the health, education, maintenance and support of the beneficiary; or distribute the whole or any part to a guardian, committee or other legal representative of the beneficiary, or to a custodian for the beneficiary (including a custodian appointed by the Trustee serving without court order) under any gifts to minors or transfers to minors act, or to the person or persons with whom the beneficiary resides. Evidence of any such distribution or the receipt therefor executed by the person to whom the distribution is made shall be a full discharge of the Trustee serving from any liability with respect thereto, even though the Trustee serving may be such person.
- i) If such beneficiary is a minor, the Trustee serving may defer the distribution of the whole or any part of such property until the beneficiary attains the age of twenty-one (21) years, and may hold the same as a separate fund for the beneficiary with all of the powers described here. If the beneficiary dies before attaining said age, any balance shall be paid and distributed to the estate of the beneficiary.
- ii) The word "minor" wherever used here shall mean any person who shall be under the age of twenty-one (21) years.
- iii) If the Trustee serving shall reasonably believe that a beneficiary routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance or is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist, and if the Trustee serving shall reasonably believe that as a result the beneficiary is unable to care for himself or herself or is unable to manage his or her financial affairs, the following provisions shall apply:
- (1) The beneficiary shall be deemed to be incompetent for purposes of this Trust and all mandatory distributions (including distributions upon termination of a trust) to the beneficiary and any rights of the beneficiary to participate in decisions concerning the removal and appointment of the Trustee serving shall be suspended.
 - (2) The Trustee serving may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee serving of the results of all such examinations and all opinions and suggested treatments by the beneficiary's treating physician, on an ongoing basis. The Trustee serving shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary.

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- (3) If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor shall be asked to determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee serving. If the beneficiary consents to the treatment, the Trustee serving shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Article.
- (4) The Trustee serving may resume other distribution to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee serving shall determine that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee serving shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided herein.
- (5) The Trustee serving shall not be responsible or liable to anyone for a beneficiary's actions or welfare and shall have no duty to inquire whether a beneficiary uses drugs or other substances as described in this Article. The Trustee serving shall be indemnified and held harmless by my estate and this trust from any liability of any nature in exercising its judgment and authority under this Article, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.
- (6) Notwithstanding the provisions of this Article, the Trustee serving shall not suspend any mandatory distributions that are required for a trust to qualify for any federal transfer or estate tax exemption, deduction or exclusion allowable with respect to a trust or to become or remain a Qualified Subchapter S Trust (unless the Trustee serving shall elect for the trust to be an Electing Small Business Trust)

5) MY SECOND DESIGNATED BENEFICIARY OR BENEFICIARIES:

- a) In the event none of the above named beneficiaries vest in ownership in the subject property or in the proceeds from the sale thereof, according to this instrument as determined by my Trustee, then the subject property shall pass to my children, **PER STIRPES**, namely:
 - i) **MY DAUGHTER, LILLIE ANDERSON, BORN AUGUST 5, 1943;**
 - ii) **MY SON, CHARLIE BROWN, JR, BORN JUNE 16, 1946 AND WHO DIED FEBRUARY 11, 1987;**
 - iii) **MY DAUGHTER, CLARICE TRAMELL, BORN AUGUST 3, 1950 AND WHO DIED JULY 2, 1993;**
 - iv) **MY SON, LANDON BROWN, BORN SEPTEMBER 8, 1952;**
 - v) **MY SON, JEROME BROWN, BORN JULY 16, 1954 AND WHO DIED SEPTEMBER 22, 2008;**
 - vi) **MY SON, DON RAY BROWN, BORN AUGUST 11, 1955 AND WHO DIED SEPTEMBER 30, 2014**
 - vii) **MY SON, DARRYL BROWN, BORN JUNE 9, 1963**

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I, **ETHEL BROWN**, having attained the age of 18 years and having the capacity required to make a valid Illinois will, execute this Beneficiary Deed pursuant to the Illinois Residential Real Property Transfer on Death Instrument Act.

Dated: **March 16, 2015**

Dated: **March 16, 2015**

EXEMPT UNDER PROVISIONS OF REAL ESTATE TRANSFER LAW 35 ILCS 200/31-45 (d) and (e).

Ethel Brown
ETHEL BROWN, OWNER

Ethel Brown
ETHEL BROWN, OWNER

Witness Statement - On the date **ETHEL BROWN**, signed and executed the foregoing Beneficiary Deed, each of the undersigned witnesses below signed this instrument in the presence of a notary public; the owner, **ETHEL BROWN**; and each other; and each of the respective witnesses, who have attained the age of 18, attest to the following:

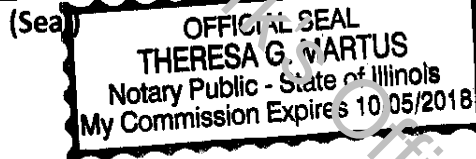
- (1) **ETHEL BROWN** is known to me to be the same person who signed and executed the foregoing Beneficiary Deed.
- (2) **ETHEL BROWN** signed and executed this instrument in the presence of the witnesses subscribed below and a notary public.
- (3) **ETHEL BROWN** signed and executed this instrument as a free and voluntary act and I believe **ETHEL BROWN** to be of sound mind and memory.

Witness Name and Residence (PRINT)	Witness Signature	Date
Witness 1: MABLE WATKINS CASS 10967 S. CHURCH ST. CHICAGO, IL 60643	I certify the truthfulness of the Witness Statement above: <input checked="" type="checkbox"/> <u><i>Mable Watkins Cass</i></u>	March 16, 2015
Witness 2: SHA RON STOKES 9723 S. WESTERN AVE. CHICAGO, IL 60643	I certify the truthfulness of the Witness Statement above: <input checked="" type="checkbox"/> <u><i>Sha Ron Stokes</i></u>	March 16, 2015

State of **ILLINOIS**
 County of **COOK**

I, CERTIFY THAT, the witnesses, Witness 1 **MABLE WATKINS CASS**, and Witness 2 **SHA RON STOKES**; and the OWNER of the Subject Property, **ETHEL BROWN**, appeared before me and each are known to me to be the individuals who respectively signed this instrument, and acknowledged that each signed the same as his or her free and voluntary act. GIVEN under my hand and official seal this 16th day of **MARCH, 2015**.

Theresa G Martus
 Notary Public: **THERESA G MARTUS**



This instrument was drafted and prepared by:
 David E. Trice, Attorney at Law
 9723 S. Western Ave., Chicago, IL 60643
 773 233 3303 OFFICE 773 233 3330 FAX
www.tricelaw.com
 This instrument was drawn without title examination, using description provided by the owner.

Mail future tax bills to:
ETHEL BROWN
 11764 S. WALLACE ST.
 CHICAGO, IL 60628