## **UNOFFICIAL COPY**

## TRUSTEE'S DEED-in-TRUST

THIS INSTRUMENT WAS PREPARED BY:

ATTORNEY MICHAEL J. POLACHEK 1000 HART ROAD, SUITE 300 BARRINGTON, IL 60010

THIS INDENTURE, made this 8th day of May, 2015, between Heartland Bank and Trust Company, Successor Trustee to Western Springs National Bank and Trust, a banking association, as successor to Westerr Springs National Bank and Trust Company, as coccessor to Continental Illinois Bank of Western Spings, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Truster, under the provisions of a deed or deeds in trust buly recorded and delivered to said banking association in pursuance of a certain Trust Agreement, dated the 16th day of December, 1974, and known as Trust Number 2224, party of the first part, and Kathy G. Donaldson, as Trustee of the Kathy G. **Donaldson Declaration of Trust dated February** 5, 1997 who is duly authorized to accept and execute trusts within the State of Illinois; with an address in c/o: Kathy G. Donaldson 530 N. Waiola, LaGrange Park, Illinois 60526, party of the second



Doc#: 1513810083 Fee: \$42.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/18/2015 11:25 AM Pg: 1 of 3

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and No/100 Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell, convey, and quit claims unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

LOT 9 IN BLOCK 4 IN H.M. CORNELL COMPANY'S HARDING WOODS A SULD' VISION OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NGRT-1, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS IN THE VILLAGE OF LA GRANGE PARK AS PER PLAT THEREOF RECORDED OCTOBER 10, 1927 AS DOCUMENT 9804996, IN COOK COUNTY, ILLINOIS

Common Address: 900 N. Stone Avenue, LaGrange Park, IL 60526

Permanent Index Number: 15-33-104-018

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.

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.

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1513810083D Page: 2 of 3

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This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its duly authorized officer, the day and year first above written.

HEARTLAND BANK and TRUST COMPANY,

as Successor Trustee, as aforesaid, and not personally,

DANIEL N. WLODEK, TRUST OFFICER

STATE of ILLINOIS COUNTY of COOK

SS.

1000 PT

I, th: un lersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the person whose name is subscribed to this deed is personally known to me to be a duly authorized officer of HEARTLAND BANK and TRUST COMPANY and that he appeared before me this day in person and he acknowledged that he signed and delivered this deed in writing as a duly authorized officer of said corporation and caused the corporate seal to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

OFFICIAL KELLY ISDALE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/5/2016

Given under my hand and Notar, Seal, like (

Date:

May 8, 2015

NAME KATHY DONALDSON, Trustee

STREET 900 N. STONE

LAGRANSE PARK, IL 60524

INSTRUCTIONS

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**REAL ESTATE TRANSFER TAX** 

08-May-2015 247.50 COUNTY: 495.00 ILLINOIS: 742.50 TOTAL:

15-33-104-018-0000 20150501685009 0-983-135-616

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTIES:

900 N. Stone Avenue LaGrange Park, IL 60526

MAIL SUBSEQUENT REAL ESTATE TAX BILLS KATHY DONALDSON, Trustee 900 N. STONE LAGRINSE PARK IL 60526

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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, to vacate any subdivision in 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 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 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 appurtent 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 consulerations 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 vin, or be obliged to inquire into the authority, necessity or expediency of any act of said terms of this trust have been complied vin, 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 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 amendments thereof, if any, and bin ling upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and environment 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, po vers, authorities, duties and obligations of its, his, her, or their predecessor in trust.

This conveyance is made upon the express understanding and condition that r either Grantee, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment, or decree for anything it or they or its 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 o about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indubtraness 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 bene incidence and 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 the 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 eviate, 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.