

## DEED IN TRUST-WARRANTY

THIS INDENTURE,
WITNESSETH, THAT THE
GRANTORS, RICHARD F.
SENESE and LAURA M.
SENESE, of the Village of
Orland Park, County of Cook,
State of Illinois, in consideration
of the sum of ten and no/100
Dollars (\$10.00), and other good
and valuable consideration, the
receipt of which is nereby
acknowledged, hereby conveys
and quit claims to:

Doc#: 1600747151 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Affidavit Fee: \$2.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/07/2016 03:44 PM Pg: 1 of 4

### FOR RECORDER'S USE

RICHARD F. SENESE and LAURA M. SENESE, as Trustees of THE RICHARD F. SENESE AND LAURA M. SENESE JOINT LIVING TRUST DATED DECEMBER 21, 2015, who reside at 11221 Melrose Court, Orland Park, Illinois, and to any and all successors as Trustee appointed under said Trust Agreement, or who may be legally appointed, the following described real estate:

PARCEL 1: THAT PART OF LOT 11 LYING NORTH OF A LINE THAT IS 98.51 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 11, AND LYING SOUTH OF A LINE THAT IS 138.51 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 11, IN THE COURTYARDS OF ORLAND PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIR D PLINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE COURTYARDS OF ORLAND PARK SUBDIVISION RECORDED NOVEMBER 2, 1995, AS DOCUMENT 95753441 AND AS CREATED BY COURTYARDS OF ORLAND PARK DECLARATION OF PARTY WALL RIGHTS COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMINT'S RECORDED NOVEMBER 3, 1995, AS DOCUMENT 95754987 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PINs): 27-06-410-080-0000

Address of Real Estate:

11221 Melrose Court, Orland Park, Illinois

Subject to covenants, conditions and restrictions of record and 2015 real estate taxes and subsequent years.

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

THE TERMS AND CONDITIONS APPEARING ON PAGE 3 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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# **UNOFFICIAL COPY**

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.

DATED this 21 day of Doc RICHARD F. SENESE	(SEAL) LAURA M. SENESE (SEAL)
and LA persons appear signed, volunta	I, the undersigned, a Notary Public in and for said County, in the foresaid, DO HEREBY CERTIFY that RICHARD F. SENESE, LURA M. SENESE, personally known to me to be the same s whose names are subscribed to the foregoing instrument, bed before me this day in person, and acknowledged that they sealed and delivered the said instrument as their free and ary act, for the uses and purposes therein set forth, including the and waiver of the right of homestead.
Given under my hand and sea  Commission expires: 12.	al this 21 day of Document, 20.5.  Michael Brady Official Seal Notary Public - State of Illinois My Commission Expires Dec 15, 26
EXEMPT UNDER THE PERPOPERTY TAX CODE.  Dated: December 2/	ROVISIONS OF PARAGRAPH (2) SECTION 31-45 OF THE  , 2015  Buyer/Agent/Attorney
TITLE NOT EXAMINED BY PREPARER. INFORMATION FURNISHED.	
PREPARED BY:	Michael W. Brady M. W. Brady Law Firm, P.C. 17407 67 <sup>th</sup> Court, Suite 1 Tinley Park, Illinois 60477

Dec 15, 2019

MAIL DEED TO:

SEND TAX BILLS TO:

M. W. Brady Law Firm, P.C. 17407 67th Court, Suite 1

Orland Park, Illinois 60467

Tinley Park, Illinois 60477

RICHARD F. SENESE

11221 Melrose Court

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## **UNOFFICIAL COPY**

#### **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, 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 chalges of any kind, to release, convey or assign any right title or interest in or about or easement appurtenant to said regressate 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 solid 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 amendments 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 of 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 filling 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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## STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his Agent affirms that, to the best of his 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: December 21, 2015.

Signature:

Grantor or Agent

Subscribed and sworn to before me by the said Grantor this 21st day of December 2015.

Notary Public

MICHAEL BRADY
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 15, 2019

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.

Dated: December 21, 2015.

Signature: /

Grantee or Agent

Subscribed and sworn to before me by the said Grantee this 21st day of December, 2015.

**Notary Public** 

MICHAEL BRADY
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 15, 2019

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 the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)