**UNOFFICIAL COPY** 

THIS INDENTURE WITNESSETH, that the Grantor(s), EDOUARD ZABA a/k/a EDWARD ZABA and MARIANNE ZABA, his wife, of the County of Cook and State of Illinois for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey(s) and Warrants unto THE CHICAGO TRUST COMPANY, N.A., its successor or successors, whose address is 3256 RIDGE ROAD, LANSING, ILLINOIS 60438, as Trustee under the provisions of a trust agreement dated the 15th day of August, 2016, and known as Trust Number BEV4116, the following described real estate in the County of Cook and State of Illinois

(Received for Recorder's Use Only)



Doc#: 1625313023 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Affidavit Fee: \$2.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/09/2016 10:23 AM Pg: 1 of 4

Lot 35 in Block 4 in Wentworth Manor, a Subdivision of Lot D in Meeter's First Subdivision of certain lands in Fractional Southeast % of fractional Section 29 and fractional East % of fractional Section 32, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number: 30-32-205-035-00000

Address of Property: 3648 Washington

Lansing, Illinois 60438

TO HAVE AND TO HOLD the said premises 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 THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor(s) hereby expressly waive(s) and rule so(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of the said grantor(s) hereby expressly waive(s) and rule so(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of the said grantor(s) hereby expressly waive(s) and rule so(s) any and all right or benefit under and by virtue of any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of the said grantor(s).

In Witness Whereof, the grantor(s) aforesaid have hereunto set the hand(s) and seal(s) this 22 day of finding the following seal (seal) and se

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that EDOUARD ZABA a/k/a EDWARD ZABA and MARIANNE ZABA, 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 he signed, sealed and delivered the said instrument as his 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 official seal, this

Notary Public

Mail Tax Bills To: TCTC BEV 4116 3648 Washington Lansing, Illinois 60438 Mail Deed to: Trust Department The Chicago Trust Company 3256 Ridge Road Lansing, Illinois 60438 This instrument prepared by: W. Lee Newell, Jr Attorney at Law 134 Pulaski Road

Calumet City, Illinois 60409

CCRD REVIEW

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The interest of every beneficiary and of any person who may become entitled to any interest under this trust shall consist only of (1) the power to direct the trustee to deal with title to the property; (2) the power to manage, possess, use and control the property; and (3) the right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the property. Such rights and powers shall be personal property and may be assigned as such. On the death of any beneficiary, his interest, except as otherwise provided, shall pass to his executor or administrator and not his heirs at law. No beneficiary at any time shall have any right, title or interest in or to any portion of the legal or equitable title to the property. The death of any beneficiary shall not terminate the trust of affect the rights or powers of the trustee or of the beneficiaries except as provided by law.

By amendment in writing delivered to and accepted by the trustee, any beneficiary having a vested interest hereunder shall at any time or times have the right to revoke, alter or amend the provisions of this trust agreement relative to the person or persons who may be entitled from time to time, to the ownership and enjoyment of said beneficiary's interest hereunder.

No assignment of any beneficial interest shall be binding on the trustee until the original or executed duplicate of the assignment is delivered to the trustee and accepted by it in writing. Every assignment of any beneficial interest, the original or duplicate of which shall not have been so delivered to and accepted by the trustee, shall be ineffective as to all subsequent assignees or purchaser without notice.

The trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports, and pay general real estate and all other taxes or charges payable with respect to the property and to the earnings, avails and proceeds of the property or based on their interest under an agreement.

If the trustee and 'r ake any advances of incur any expenses on account of this trust or the property or shall incur any expenses by reason of being made party to any litigation in connection with this trust or the property or if the trustee shall be compelled to pay money on account of this trust or the property, whether for breach of contract, injury to person or property fines or penalties under any law, or otherwise, the beneficiaries jointly and severally on demand shall pay to the trustee, with interest at the highest rate per annum permitted by law the amount of all such expenses, advances or payments made by the trustee, plus all its expenses, including attorney's fees. The trustee shall not be obliged to convey, transfer or otherwise deal with the property or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest.

The trustee shall not be obligated to play any money for this trust or the property or to prosecute or defend any legal proceeding involving this trust or the property unless it shall elect to do so and be furnished with fufficient funds or be indemnified to its satisfaction. If the trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the property, the sole duty of the trustee shall be to forward the process or notice to the person named herein as the person to whom inquiries or notices shall be sent, or, in the absence of such designation, to the beneficiaries. The latest address appearing in the records of the trustee shall be used for all mailings.

It shall not be the duty of the purchaser of the property or of any part of it to see to the application of the purchase money, nor shall anyone who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or into the provisions of this agreement.

This agreement shall not be recorded in the county in which the property is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the trustee. In this agreement, the plural includes the singular, and vice versa, and the masculine gender includes the feminine.

The trustee may at any time resign by sending by registered or controlled mail a notice of such intention to each of the then beneficiaries at his latest address appearing in the records of the trustee. Such resignation shall become effect of whenty days after such mailing. On such resignation a successor may be appointed in writing by the persons then entitled to direct the trustee in the disposition of the property, and the trustee shall thereupon convey or transfer the property to such successor. If no successor is named as above provided within twenty days after the mailing of such notices by the trustee, the trustee may convey or transfer the trust property to the beneficiaries in accordance with their interest hereunder, and the conveyance may be exceeded or registered, as the case may be, by the trustee and such recording or registration shall constitute delivery of the conveyance or transfer to the beneficiaries. The trustee, at its option, may file a complaint for appropriate relief in any court of competent jurisdiction.

Every successor trustee shall become fully vested with all the title, estate, rights, power, trusts, and shall be subject to the duties and obligations of its predecessor.

It is agreed by the parties and by any person who may hereafter acquire any interest in his trust that the trustee will deal with the trust property including each or other assets of any kind which may have become subject to the trust only when authorized to do so in writing

On the written direction of the party or parties designated on the reverse side hereof as having the power of direction, the trustee will make deeds for , or deeds conveying directly to a trust grantee or mortgagee or trust deeds (which may include a waiver of the right of leaver ption from sale under an order or decree of foreclosure) or execute leases or otherwise deal with title to the trust property including cash or other assets subject to the trust. The eneficiaries by written instrument delivered to the trustee may revoke the foregoing power of direction and designate the person thereafter to exercise the power. Such in the arm entire the signed by all the then beneficiaries. The trustee shall not be required to inquire into the propriety of any direction.

The trustee shall not be required to assume any personal obligation of liability in dealing with the property or o moke itself liable for any damages, costs, expenses, fines or penalties, or to deal with the property so long as any money is due to it hereunder.

The beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and undling of the property and the trustee shall have no right or duty in respect to any such matters. The beneficiaries shall have the right to execute leases and collectents in their own name or through their agents. The trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the property, except on written direction accepted by it as above provided and after the payment to it of all money necessary in its opinion to carry out the directions without liability to it. The beneficiaries are not the agents of the trustee for any purpose and do not have authority to contract or to execute leases or do any other act for any the name of the trustee or to obligate the trustee personally or as trustee.

The trustee shall not be required to execute any instrument containing covenants of warranty.

If any property remains in this trust twenty years from the date of this agreement or any extension thereof, it shall be sold at public sale by the trustee on reasonable notice as determined by it and the net proceeds of the sale shall be divided among those who are then entitled thereto under this agreement in the proportions in which they are then entitled.

#### ENVIRONMENTAL COVENANTS

Beneficiary(ies) and holder(s) of the Power of Direction, covenant and agree that no real estate which is subject to the reporting requirements of "The Responsible Property Transfer Act of 1988," (30 III. Rev. Stat., Specs. 903-907, as Amended), will be conveyed to, or held by, the Trustee in any event. Beneficiary(ies) and holder(s) of the Power of Direction further agree that they will not cause or allow any real estate to be conveyed to, or held by, the Trustee upon which nuisance, environmental hazard, toxic material, radioactive material or other noxious materials are stored or otherwise exist.

Beneficiary(ies) shall hold Trustee harmless and shall defend and indemnify it from any and all loss, claims, actions, judgements, demands, costs of suit and attorneys' fees which Trustee may incur by reason of the violation of the foregoing covenants.

The Trustee shall be under no duty to inquire as to any environmental matters affecting any real estate held by the Trustee. No deed, instrument or other document executed or accepted by Trustee shall constitute any representation or warranty by Trustee as to any environmental matter.

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# **UNOFFICIAL COPY**

# STATEMENT BY GRANTOR AND GRANTEE (55 ILCS 5/3 5020 B)

The Grantor or his Agent affirms that, to the best of this 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 title to real estate under the laws of the State of Illinois.

Dated:	Signature: Lalosecur Labor
0,	Grantor or Agent
SUBSCRIBED AND SWORN TO	And HO
BEFORE ME THIS 22 YOR ACRE	Essay My / Con
2016 GINA M OR	I TOTALL COLL
Notary Public -	ir .
State of India נגאפ Count	<i>y</i>
My Commission Engine	

The Grantor or his Agent affirms that, to the best of this knowledge, the name of the Grantee shown on the Deed or Assignment of Seneficial 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 entry recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated:	/22/16 s	Signature: <u>Lacere Col</u>	سدي
		Grantor or Agent	
	D AND SWORN TO  THIS 21 DAY OF GINA M ORE  Notary Public - Seal	NOTARY PUBLIC	1
	State of Indiana Lake County My Commission Expires Nov 8, 202	20	

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.)

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# UNOFFICIAL CO

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:



### VILLAGE OF LANSING **CERTIFICATE OF PAYMENT** OF OUTSTANDING SERVICE CHARGES

The undersigned, Village Treasurer for the Village of Lansing, Cook County, Illinois, certifies that all outstanding service charges, including but not limited to, water service, building code violations, and other charges, plus penalties for delinquent payments, if any, for the following described proreity have been paid in full as of the date of issuance set forth below.

Title Holder's Name: Edouard Zaba

Mailing Address: 3648 Washington Street

Leasing, IL 60438

Telephone: 708-418-1244

W Lee Newell, Attorney or Agent: 708-891-6200 Telephone No.:

**Property Address** 3648 Washington Street

Lansing, IL 60438

Property Index Number (PIN) 30-32-205-036-0000

Water Account Number 104 0310 00 01

Date of Issuance: August 24, 2016

State of Illinois)

County of Cook)

This instrument was acknowledged before

me on

Karen Giovane.

Sty's Office VILLAGE OF LANSING

Village Treasurer or Designee

(Signature of Novary Publicant GOVANE

MY COMMISSION EXPIRES 7/25/2017

OFFICIAL SEAL

THIS CERTIFICATE IS GOOD FOR ONLY 30 DAYS AFTER THE DATE OF ISSUANCE.