

# UNOFFICIAL COPY

DEED IN TRUST

MAIL RECORDED DEED TO:  
FOUNDERS BANK  
TRUST DEPARTMENT  
11850 S. HARLEM AVENUE  
PALOS HEIGHTS, IL 60463

78390414 + 7838023C  
PREPARED BY: 990775972  
John D. Colbert 99079768

188 W. Randolph, # 415

Chicago, Illinois 60601



Doc# 1629229070 Fee \$52.00  
RHSP Fee: \$9.00 RPAF Fee \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/18/2016 03:16 PM Pg: 1 of 8

09018839

8693/0137 04 001 Page 1 of 7  
1999-10-29 10:20:35  
Cook County Recorder AT 00

NOTE: This space is for Recorder use only

01146455301/35A PAUL

THIS INDENTURE WITNESSETH, That the Grantor(s) Patrick McGonagle, as executor of the will of Rosella Doherty, deceased, by virtue of letters of testamentary issued to Patrick McGonagle, and in exercise of the power of sale granted Patrick McGonagle and by said will and in pursuance of every other power and authority enabling for and in consideration of One Hundred Seventy Thousand and other good and valuable considerations in hand and paid, Convey . . . and Warrant . . . unto FOUNDERS BANK, 11850 South Harlem Avenue, Palos Heights, Illinois 60463, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 7th day of September 1999 and known as Trust Number 5583, the following described real estate in the County of Cook and the State of Illinois, to-wit:

O. Rueter

Lot 7 in Block 1 in ~~Charters~~ and Company's Beverly Hills ~~Trunk~~ Addition, a Subdivision of Part of the East 853 of the North 40 Acres of the South East 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN. 24-12-418-022-0000

Address: 10020 S. Western Avenue, Chicago, Illinois

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.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 26th day of October, 1999.

Patrick McGonagle, for John D. Colbert  
as executor aforesaid

THIS DOCUMENT CONTAINS 3 PAGES.  
THIS IS PAGE 1 OF 3.

BOX 333-CTI

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P 8  
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SC X  
INT

RERECORD TO CORRECT LEGAL DESCRIPTION TO "O. RUETER" AND DELETE "THIRD"

# UNOFFICIAL COPY

COOK COUNTY 296971  
 STATE OF ILLINOIS REAL ESTATE TRANSFER TAX  
 OCT 27 '99 DEPT. OF REVENUE 170.00  
 PB. 10686

144248 Cook County  
 REAL ESTATE TRANSACTION TAX  
 REVENUE STAMP OCT 27 '99 85.00  
 PB. 11421

★ 084173 CITY OF CHICAGO ★  
 ★ REAL ESTATE TRANSACTION TAX ★  
 ★ DEPT. OF REVENUE OCT 27 '99 999.00 ★  
 ★ PB. 11187 ★

★ 084174 CITY OF CHICAGO ★  
 ★ REAL ESTATE TRANSACTION TAX ★  
 ★ DEPT. OF REVENUE OCT 27 '99 276.00 ★  
 ★ PB. 11187 ★

09018839

EXEMPT under provisions of Paragraph  
 Section 4, Real Estate Transfer Tax Act.  
 10/17/16  
 Date Buyer, Seller or Representative

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Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, 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 property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into the 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said 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 or their predecessors in trust.

THIS DOCUMENT CONTAINS 3 PAGES.  
THIS IS PAGE 2 of 3.

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DEED IN TRUST (PAGE 3 OF 3) 09018889

The interest of each and every beneficiary hereunder 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 other disposition of said real estate, and all 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.

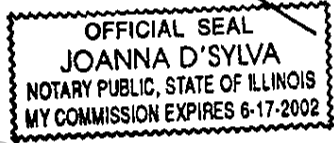
STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, the undersigned, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Patrick McGonagle

who personally known to me to be the same person whose name <sup>is</sup> subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 Notarial seal this 26th day of October, 19 99.

Joanna D'Sylva  
Notary Public



My commission expires.....

NAME AND ADDRESS OF TAXPAYER  
Founders Bank # 5583  
10070 S Western  
Chicago IL 60643

COUNTY-ILLINOIS TRANSFER STAMPS  
EXEMPT UNDER PROVISIONS OF PARAGRAPH  
SECTION 4, REAL ESTATE  
TRANSFER ACT.

DATE: \_\_\_\_\_

Buyer, Seller or Representative

# UNOFFICIAL COPY

09018839

State of Illinois

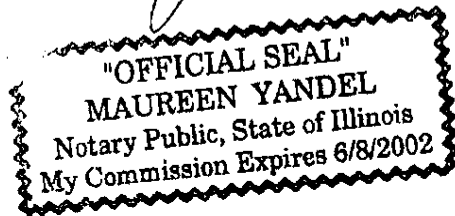
County of *Cook*

I, the undersigned, a notary of public in and for said county and state aforesaid, do hereby certify that *JOHN D. COLBERT*, who is personally known to me to be the same person who executed the within instrument as the Attorney in Fact of *PATRICK PAUL MCGONAGLE*, appeared before me this day in person and acknowledged that *HE* signed, sealed, and delivered the said instrument, as the attorney in fact, as the free and voluntary act of *HIM* self and of said *PATRICK PAUL MCGONAGLE*.

Given under by hand and notarial seal, this *26TH* day of *October* *1999*

My commission expires:

*Maureen Yandel*  
\_\_\_\_\_  
Notary Public



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## POWER OF ATTORNEY

09018839

I, **Patrick McGonagle**, of Orland Park, Illinois, Executor of the Estate of Rosella Doherty, the undersigned, hereby appoint John D. Colbert of Chicago, Illinois, as my true and lawful attorney-in-fact (my agent) for me and in my name, place and stead, and for my use and benefit, and to do any act and every act which I may legally do through my attorney, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all Amendments) in regard to the sale of 10020 S. Western Ave., Chicago, Illinois, and in particular:

a) To retain, hire, and employ any person or entity who shall assist him in carrying out his duties with respect to the foregoing, and in so doing he has the power to execute, sign, and deliver, in my name, any and all documents pertaining to the foregoing;

b) To do any act favorable to the consummation of the sale and conveyance of the above-premises, and in so doing, to execute, sign, and deliver, in my names, any and all offers, thereby creating a contract, riders, or other documents and papers required in this transaction;

c) To do any act as required by said Real Estate Sales Contract, including the payment of points to mortgagees, the authorization of prorations, the setting of the closing date, and other things necessary to consummate said sale;

d) To retain legal counsel relative to said sale;

e) To execute, sign, and deliver, in my name, any documents with respect to the sale of the said property, including but not limited to ALTA statements, Personal Affidavits, deed and any State, County, and Municipal Real Estate Transfer Tax Declarations;

f) To execute, sign, and deliver, in our names, any documents or papers required by the Title Insurance Company including, but not limited to, ALTA statements, Closing Statements, Disbursement Agreements, etc.;

g) To attend the closing of said transaction, and in so doing, make any reasonable decisions relative to the above-premises which are required to be made at, or before, the date of closing;

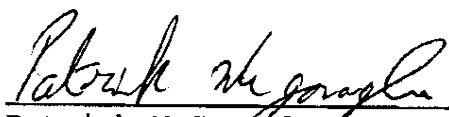
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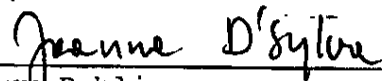
h) To collect all checks, notes, or monies payable to me, and to endorse my name upon any check, note, draft or monies payable to me; or alternatively, to deposit any checks or monies in my name in any bank accounts which the attorney-in-fact does and transacts business;

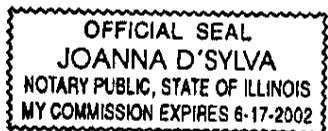
I) To conduct any business necessary to consummate the sale and conveyance of the above-premises including the payment of money, the drawing of checks, the signing of notes, and the making of payments for any expenses due and owing as a result of the purchase and consummation of the above-premises;

All of the foregoing shall be done in the discretion of my attorney-in-fact, and all that my attorney-in-fact shall lawfully do regarding the sale and conveyance of the above-premises is hereby confirmed by virtue hereof. The rights, powers, and authority of my attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on the date of my signature hereon appearing, and shall remain in full force and effect until I terminate this agreement with ten (10) days written notice to my attorney-in-fact, or until the sale and conveyance of said premises has been fully completed.

  
Patrick McGonagle

SUBSCRIBED & SWORN TO before me this 15th day of October 1999.

  
Notary Public



County Clerk's Office

# UNOFFICIAL COPY

**COOK COUNTY  
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

INDEXED  
IS A TRUE AND CORRECT COPY  
OF DEED

*0421 8839*

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RECORDED

INDEXED