

Doc# 1724929068 Fee \$46.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

AFFIDAUIT FEE: \$2.00 KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/06/2017 12:57 PM PG: 1 OF 5

**WARRANTY DEED IN TRUST** 

This document prepared by:

Howard M. Helsinger, Esq. Sugar Felsenthal Grais & Hammer LLP 30 N. LaSalle Street, Suite 3000 Chicago, Illinois 60602 When recorded mail to:

Jennifer L. Sherpan Sugar Felsenthal Grais & Hammer LLP 30 N. LaSalle Street, Suite 3000 Chicago, Illinois 60602

MORRIS M. POSTONE, also known as Morris Moishe Postone, married to Christine Achinger, 5626 S. Dorchester Ave., #3, Chicago, IL 60637, (the "Grantor"), in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and warrant 13 MORRIS MOISHE POSTONE, not individually, but as Trustee of the MORRIS MOISHE POSTONE LIVING TRUST u/a/d August 12, 2014, as amended, 5626 S. Dorchester Ave., #3, Chicago, IL 60637 (the "Grantee"), the following described real estate in Cook County, Illinois:

UNIT NUMBER 6 IN THE 5624-5626 SOUTH DORCHESTER CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL": LOT 5 AND THE NORTH ½ OF LOT 6 IN BLOCK 64 IN HOPKINS' ADDITION TO HYDE PARK, IN THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 22422804, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Property address:

5626 S. Dorchester Ave., #3, Chicago, IL 60637

Permanent index number:

20-14-209-030-1006

TO HAVE AND TO HOLD the property for the uses and purposes set forth herein and in Exhibit "A".

SUBJECT TO: General real estate tax not due and payable as of the date hereof; covenants, conditions and restrictions of record; building lines and easements; the Declaration of Condominium and all amendments thereto; provisions of the Condominium Property Act of Illinois.

Dated: Aug 9	, 201_	MORR	IS M. POSTONE Moishe Postone	E, also known as	
	<b>'</b>	Christin	e Achinger		
		Signing	solely to waive ho	mestead rights	
Exempt under the provisions 060(E) of the Chicago Real F.  Be: The Chicago Real F.  Mail Subsequent Tax Bil Morris M. Postone, Truste 5626 S. Dorchester Ave., #	ls to:	Pate: Pate TRAN	SFER TAX CHICAGO: CTA: TOTAL:	06-Sep-2017 0.00 0.00 0.00 *	-
Chicago, IL 60637		20-14-209-030-1006	2017090161853	3 0-464-137-152	•
	,	* Total does not include	any applicable per	nalty or interest due.	
STATE OF ILLINOIS	) ) SS		REAL ESTATE THANSFE		06-Sep-2017
COUNTY OF COOK	)			COUNTY: ILLINOIS: TOTAL:	0.00 0.00 0.00
		ACKNOWLEDGMENT	20-14-209-030-1006	2017/001618533	0-206-736-320

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Morris M. Postone, also known as Morris Moishe Postone, and Christine Achinger, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 9 day of August . 2013.

Metary Public

My commission expires: No. 7, 1670

LISETTE GREGORIO
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 7, 2020

#### TRUSTEE ACCEPTANCE OF TRANSFER

1, Morris Moishe Postone, as Trustee of the MORRIS MOISHE POSTONE LIVING TRUST u/a/d August 12, 2014, as amended, pursuant to the provisions of 760 ILCS 5/6.5(a), hereby accept the transfer of the property and agree that I will hold and administer the property under the terms of the aforesaid Trust Agreement.

Morris Moishe Postone, Trustee

Droporty or Coof Clark's Office

#### EXHIBIT "A"

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

Full power and authority is hereby granted to said Trustee to sell, convey, release, mortgage, encumber, lease, partition, improve, manage, insure against loss, protect and subdivide any real estate, interests therein or parts thereof; to dedicate for public use, to vacate any subdivisions or parts thereof, to resubdivide, to contract to sell, to grant options to purchase, to sell on any terms; to convey, 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 of time, including a period extending beyond the term of the trust, and to renew or extend leases, to amend, change, or modify the terms and provisions of any lease and to grant options to lease and options to reflew leases and options to purchase the whole or any part of the reversions; to partition or to exchange said real estate 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 real estate or any part thereof; to construct or reconstruct, remodel, alter, repair, add to or take from buildings on said real estate; to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; to insure the Trustee and any person having an interest in or responsibility for the care, management or repair of such real estate against such risks as the Trustee deems advisable, and to charge the premiums therefore as an expense of the trust estate; to transfer any property which may at any time form a part of the trust estate into a separate trust including without limitation a land trust; a direct, or to authorize any other person in direct, the trustee of any land trust of which the trust is a beneficiary to mortgage, lease, convey or contract to convey the real estate held in such land trust or to execute and deliver deeds. mortgages, notes and any and all documents pertaining to the real estate subject to such land trust or in any matter regarding such trust; to execute assignments of all or any part of the beneficial interest in such land trusts;

To abandon any property, real or personal, which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping, protecting or maintaining; to ab tain from the payment of installments due on purchase contracts or mortgages, taxes, water rents, assessments, repairs and maintenance with respect to any such property; to permit any such property to be lost by foreclosure, tax sale or other proceedings; to convey any such property for a nominal consideration or without consideration; to permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof.

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, ie seed 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 said 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 incoment 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 Registrar of Titles of said county, if any) 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 aid 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, 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

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition" or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

SFGH:4849-1665-5138v1 **4** 

### **UNOFFICIAL CC**

#### STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his 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: Hunst 9, 2017. Signature: There

Grantor or Agent

SUBSCRIBED and SWORN to before me

by the said Grantor or Age .t this 9 day of Agent

, 2017.

Notary Public

LISETTE GAEGORIO Official Seal Notary Public - State of Illinois y Commission Expires Nov 7, 2020

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: Hugust 9, 201 7 Signature:

Grantee or Agent

SUBSCRIBED and SWORN to before me

by the said Grantee or Agent this 4 day of Agra , 2017

LISETTE GREGORIO Official Seal Notary Public - State of Illinois My Commission Expires Nov 7, 2020

Notary Public

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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