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\*1807206181D\*

Doc# 1807206181 Fee \$44.00

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

AFFIDAUIT FEE: \$2.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/13/2018 03:07 PM PG: 1 OF 4

## WARRANTY DEED IN TRUST

THIS INDEXTURE WITNESSETH, That the Grantor(s) Daniel M. Vollman and Mary E. Vollman, husband and wife, not as joint tenants or tenants in common but as Tenants by the Entirety of the County of Cook and State of Illinois for and in consideration of the sum of Ten & no/100 Dollars (\$10.00) hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, Convey(s) and Warrant(s) unto the First American Bank, an Illinois banking Corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 24th day of January, 2006 and known as Trust Number 06-1-8480, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 18 in Block 3 in Mills and Sons Oal: Park Subdivision, being a Subdivision of part of the Northeast Quarter of Section 6, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1130 N. Columbian, Oak Park, IL 60392

Permanent Index Number: 16-06-211-003-0000

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Section 4. Real Es

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.

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 and to vacate any stroit vision 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 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 terms 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 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 appurtenant to

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Village of Oak Park

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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 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, 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 Registrar of Titles of said 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 ursts, 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 the First American Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or its or their agents or attorneys may do or omit in or about the said real estate or as a result of any operations conducted on or any contamination of, on or about said real estate, including, without limitation, any injury or damage associated with or resulting from the environmental condition of said real estate, such operations or any substance thereon or the release or threat of release of any substance therefrom, or under the provisions of this Deed or said Trust Agreement or any amendment 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 Tructee, in its own name, as Trustee of any express trust and not individually (and the Trustee shall have no obligation whuseever 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 filing for record of this Deed. The Grantor(s) and each and every beneficiary shall indemnify, defend, protect and hold harmless inc Trustee, its officers, directors, employees, agents, successors and assigns from any and all claims, penalties, fines, judgments, forfeitures, losses, costs, expenses (including reasonable attorney's fees) and other liabilities associated with and such injury or damage.

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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said, the First American Bank, the entire legal and equitable title in fee simple, in and to all of the real estate herein described.

EXEMPTION APPROVED

Steven E. Drazrier, CFO Village of Oak Park

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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, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts herefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 sales on execution or otherwise.
In Witness Whereof the grantor(s) aforesaid has here unto set his/hers/their hand and seal this 15th day of February,  2018  (SEAL)  Daniel M. Vollman  (SEAL)
Waiy E. Voliman
State of Illinois
County of Cook
I, the undersigned, a Notary Public in and reast aid County, in the state aforesaid, do hereby certify that <u>Daniel M.</u>
Vollman and Mary E. Vollman, husbands and vife, personally known to me to be the same person(s) whose name
are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument a their 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 15th day of February , 2018
OFFICIAL SEAL
ROSANNE DUPASS Notary Public  Notary Public
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/04/18
0.
- Ox
GRANTEE'S ADDRESS AND

RETURN RECORDES DEED TO FIRST AMERICAN BANK

Land Trust Dept.

218 W. Main Street

Dundee, IL 60118

Send Subsequent Tax Bills To:

Daniel M.& Mary E. Vollman

1130 N. Columbian

**Document Prepared By:** 

Daniel M. Vollman 1130 N. Columbian Oak Park, IL 60302 Steven E. Drazmer, CFO

Village of Oak Park

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### **UNOFFICIAL COPY**

#### STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his agent affirms that, to the best of his/her 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: February 15, 2018	Signature Grantor
Subscribed and Swort to before me by said Grantor this 15th day of February, 2018.  Meyand Clark	*

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.

First American Bank, as trustee uta 06-1-8480 and not personally

DATED: February 15, 2018 Signature Leven VID & T. 1965

Subscribed and Sworn to before me by said Grantee this 15th day of February, 2018

NOTARY PUBLIC

VP & Trust Office SEMPTION APPROVED

teven E. Drazner, CFO Village of Oak Park

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/05/21

OFFICIAL SEAL ANELY CAVADA

**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 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).