# **UNOFFICIAL COPY**

#### **DEED IN TRUST**

MAIL RECORDED DEED TO:

Mary Niego-McNamara, P.C. 10653 S. Kostner Ave. Oak Lawn, IL 60453

MAIL TAX BILL TO:

Mr. & Mrs. Riordan 5033 Lamb Drive Oak Lawn, IL 60457



Doc# 1808808073 Fee \$46.00

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

AFFIDAUIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/29/2018 01:16 PM PG: 1 OF 5

#### THIS INDENTURE, WITNESSETH,

that the Grantors, Matthew J. Riordan and Mary C. Riordan, married to each other, of the Village of Oak Lawn, County of Cook, State of Illinois, for and in consideration of ten dollars (\$10.00) ONLY AND OTHER GOOD AND VALUABLE CONSIDERATION IN HAND PAID, CONVEY and QUITCLAIM to:

Matthew J. Riordan and Mary C. Riordan, as Co-Trustees of the provisions of a Declaration of Trust and Trust Agreement dated March 22, 2018, and known as the Matthew J. Riordan and Mary C. Riordan Living Trust dated March 22, 2018, of which Matthew J. Riordan and Mary C. Riordan, are the primary beneficiaries, said beneficial interest to be held as tenants by the entirety and unto all and every successor or successors in Trust under said Trust Agreement, the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 26 IN BLOCK 6 IN OAKDALE, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST ONE QUARTER (1/4) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5033 Lamb Drive, Oak Lawn, IL 60453

Permanent Index Number: 24-09-400-032-0000

Exempt under real estate transfer tax act section 4 paragraph 4 and Cook County Ordinanc \$55104 paragraph E.

Wetamora (atty.)

Date: 3/22/2018

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And the said grantors....hereby expressly waive....and release....any and all right or benefit under and by virtue of any and all statues of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid have hereunto set their hand(s) and seal this 22<sup>nd</sup> day of March, 2018.

Matthew J. Riordan

Mary C. Riordan

Mary C. Riordan

State of Illinois

County of Cook

OFFICIAL SEAL
MARY NIEGO-MCNAMARA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/26/20

Watthew J. Riordan

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Matthew J. Riordan and Mary C. Riordan, married to each other, are 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and the waiver of the right of homestead.

Given under my hand and notarial seal this 22<sup>nd</sup> day of March 2018.

Notary Public

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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision o part thereof, and to resubdivide said real estate as often as desired to contract to sell, to grant options to purchase, to sell 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 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, 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

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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 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 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) the 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 conditions that Matthew J. Riordan and Mary C. Riordan, individually or as Co-Trustees, nor their 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 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 independent independent 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 ther of). 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 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. Trustee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is lerchy 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 limitation", or words of similar import, in accordance with the statute in such case made and provided.

This Instrument was prepared by:

Mary Niego-McNamara, P.C. 10653 S. Kostner Ave. Oak Lawn, IL 60453

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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 Grantee shown on the Deed of Assignment of Beneficial Interest in 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 March 27, 20	18
Dated 1700-00 47	Signature: Mang C. Riordan
7	Grantor or Agent
Subscribed and sworn to before me	OFFICIAL SEAL
By the said Mary C. Riordan	MARY NIEGO-MONAMARA
This 22nd day of Malch 20	NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES 01/26/20
Notary Public Mary Figo To Than	were of the state
	did Colonia di Berlin
	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 of foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a	
partnership authorized to do husiness or acquire	and hold title to real estate in Illinois or other entity
	ness or acquire title to real estate under the laws of the
State of Illinois.	<b>4</b>
D. a.	
Date Much 22, 20 18	
	ature: Matthew T. Riovdan
Sign	
	Grantee or Agent
Subscribed and sworn to before me	Matthew J. Riordar
By the said Matthew J. Riordan This 22 m day of makel	OFFICIAL SEAL
Notary Publicy Joseph Can The James	MARY NIEGO-MCNAIVAR A
Trotally I dolle Toward Toward Toward	NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES OF ILLINOIS

Note: Any person who knowingly submits a false statement concerning the identity of 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 provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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9446 South Raymond Avenue, Oak Lawn Illinois 60453 Telephone: (708) 636-4400| Facsimile (708) 636-8606 | WWW.OAKLAWN-IL.GOV



## CERTIFICATE OF REAL ESTATE TRANSFER TAX EXEMPTION

5033 W LAMB DR

Oak Lawn Il 60453

This is to certify, pursuant to Section 20-65 of the Ordinance of the Village of Oak Lawn relating to a Real Estate Transfer Tax, that the transaction accompanying this certificate is exempt from the Village of Oak Lawn Real Estate Transfer Tax pursuant to Section(s) 1 (D) of said Ordinance

Dated this 28TH day of MIPCH , 20 18

Larry Deetjen Village Manager

**Dr. Sandra Bury**Village President

Jane M. Quinlan, MMC Village Clerk

Larry R. Deetjen, CM Village Manager

Village Trustees
Tim Desmond

Alex G. Olejniczak Thomas E. Phelan Bud Stalker Robert J. Streit Terry Vorderer SUBSCRIBED and SWORN to before me this

Day of MARCH , 20 18

"OFFICIAL SEAL" DONNA M NAGEL

Notary Public, State of Illinois My Commission Expires 12/19/202