

# UNOFFICIAL COPY

## DEED IN TRUST (Illinois)

### PREPARED BY & MAIL TO:

William W. Mohr, P.C.  
400 E. Diehl Road, Suite 310  
Naperville, IL 60563

### NAME & ADDRESS OF TAXPAYER:

JOSEPH MARINO  
HILDA Y. MARINO  
6341 N KOLMAR AVE  
CHICAGO, ILLINOIS 60646



Doc# 1820606131 Fee \$44.00

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

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/25/2018 12:12 PM PG: 1 OF 4

RECORDER'S STAMP

THE GRANTOR(S), **Joseph Marino**, a married person, of 6341 North Kolmar Avenue, Chicago, Illinois 60646, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid, CONVEY and WARRANT unto the GRANTEES, **Joseph Marino and Hilda Y. Marino, Trustees of the Joseph Marino and Hilda Y. Marino Trust dated July 14, 2006, and any amendments thereto**, of 6341 North Kolmar Avenue, Chicago, Illinois 60646, of which **Joseph Marino and Hilda Y. Marino** are the primary beneficiaries, said interest to be held not as joint tenants, not as tenants in common, but as tenants by the entirety, the following described Real Estate situated in the County of COOK, in the State of Illinois:

LOT SEVEN (7) (EXCEPT THE NORTH 15 FEET THEREOF) IN BLOCK 29 IN IRVING PARK SUBDIVISION SOUTHWEST 1/4 OF SECTION 15 AND NORTH 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Permanent Index Number:** 13-22-105-034-0000

**Property Address:** 3926 NORTH LOWELL AVENUE, CHICAGO, ILLINOIS 60641

**SUBJECT TO:** The 2017 and subsequent general real estate taxes, all easements and building lines, covenants, conditions and restrictions of record, and drainage ditches, feeders and laterals.

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.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alleys, 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 the present or in the 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

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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 of 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.

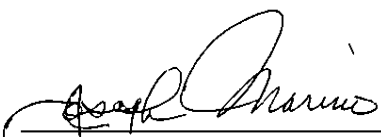
In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or an part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced 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 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 predecessor in trust.

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 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.

And said Grantor(s), for themselves and for their successors, do covenant, promise and agree, to and with the Grantee(s), and its successors and assigns, that they have not done or suffered to be done, anything whereby said premises hereby granted is, or may be, in any manner encumbered or charged, except for a first mortgage thereon; and that they will warrant and forever defend said premises, against all persons lawfully claiming, or to claim the same, by, through or under it.


And 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.



DATED this 11<sup>TH</sup> day of JULY, 2018.

  
\_\_\_\_\_  
JOSEPH MARINO


  
\_\_\_\_\_  
HILDA Y. MARINO, wavier of homestead rights

COUNTY - ILLINOIS TRANSFER STAMPS  
EXEMPT UNDER PROVISIONS OF PARAGRAPH (e), SECTION 4, of the REAL ESTATE TRANSFER ACT.

 Dated: 7/11, 2018.

REAL ESTATE TRANSFER TAX		25-Jul-2018	
	COUNTY:		0.00
	ILLINOIS:		0.00
	TOTAL:		0.00

13-22-105-034-0000 | 20180701635881 | 0-131-229-472

REAL ESTATE TRANSFER TAX		25-Jul-2018	
	CHICAGO:		0.00
	CTA:		0.00
	TOTAL:		0.00 *

13-22-105-034-0000 | 20180701635881 | 1-895-360-288

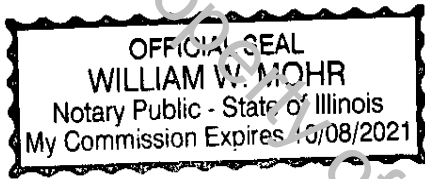
\* Total does not include any applicable penalty or interest due.

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STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Joseph Marino and Hilda Y. Marino**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in persons and severally acknowledged that they signed, sealed 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 11<sup>TH</sup> day of JULY, 2018.



A handwritten signature in black ink, appearing to read 'W. Mohr', written over a horizontal line.

William W. Mohr, Notary Public  
My Commission Expires: 10-08-2021

The foregoing transfer of title/conveyance is hereby accepted by **Joseph Marino and Hilda Y. Marino**, Trustee(s) under the provisions of the **Joseph Marino and Hilda Y. Marino Trust** dated July 14, 2006, and any amendments thereto.

A handwritten signature in black ink, appearing to read 'Joseph Marino', written over a horizontal line.

Joseph Marino, Trustee, as aforesaid

A handwritten signature in black ink, appearing to read 'Hilda Y. Marino', written over a horizontal line.

Hilda Y. Marino, Trustee, as aforesaid

Proprietor of Cook County Clerk's Office

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## GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, par. 3-5020)

### GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) 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 another 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: 7 | 11 | 20

SIGNATURE: *Joseph Marino*  
GRANTOR or AGENT

**GRANTOR NOTARY SECTION:** The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.

Subscribed and sworn to before me, Name of Notary Public:

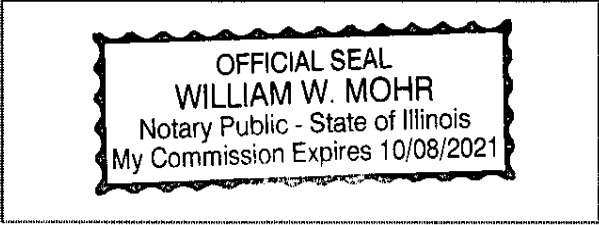
WILLIAM W. MOHR

By the said (Name of Grantor): JOSEPH MARINO

On this date of: 7 | 11 | 20

NOTARY SIGNATURE: *William W. Mohr*

AFFIX NOTARY STAMP BELOW



### GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) 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: 7 | 11 | 20

SIGNATURE: *Joseph Marino TTEE*  
GRANTEE or AGENT

**GRANTEE NOTARY SECTION:** The below section is to be completed by the NOTARY who witnesses the GRANTEE signature.

Subscribed and sworn to before me, Name of Notary Public:

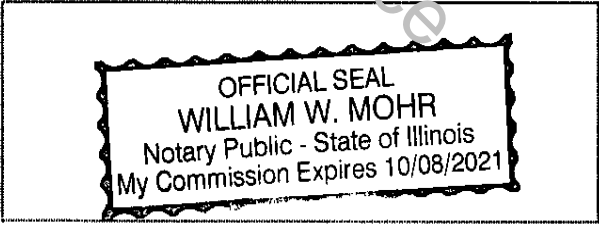
WILLIAM W. MOHR

By the said (Name of Grantee): JOSEPH MARINO

On this date of: 7 | 11 | 20

NOTARY SIGNATURE: *William W. Mohr*

AFFIX NOTARY STAMP BELOW



### CRIMINAL LIABILITY NOTICE

Pursuant to Section **55 ILCS 5/3-5020(b)(2)**, 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 provisions of the **Illinois Real Estate Transfer Act: (35 ILCS 200/Art. 31)**)