

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

Return To:  
Guy M. Karm  
Attorney at Law  
750 W. Northwest Highway  
Arlington Heights, Illinois 60004

Send Subsequent Tax Bills To:  
Elisabeth Johnson  
5656 N. Courtland Avenue  
Norwood Park Township, IL 60631



Doc# 1835319038 Fee \$46.00

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

AFFIDAVIT FEE: \$2.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/19/2018 12:46 PM PG: 1 OF 5

**THE GRANTOR(S)**, ELISABETH JOHNSON, as Successor Trustee under the provisions of a Trust Agreement dated the 9th day of October 2008, and known as the ELISABETH MAIER DECLARATION OF TRUST, of Norwood Park Township, County of Cook, State of Illinois, as to an undivided one-half (1/2) interest;

ELISABETH JOHNSON, married to Wesley Johnson, of Norwood Park Township, County of Cook, Illinois, as to an undivided one-quarter (1/4) interest; and,

JOHN MAIER, a single person, of the Village of Arlington Heights, Cook County, Illinois, as to an undivided one-quarter (1/4) interest

for an in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Convey(s)** and **Warrant(s)** to

CHICAGO TITLE LAND TRUST COMPANY, a Corporation of Illinois, whose address is 10 S. LaSalle Street, Suite 2750, Chicago, Illinois 60603 as Trustee under the provisions of a certain Trust Agreement dated August 22, 2018 and known as Trust Number 8002378848, the following described Real Estate situated in Cook County, Illinois, to wit:

(SEE ATTACHED LEGAL DESCRIPTION)

**Permanent Tax Identification No.(s):** 12-02-422-013-0000

**Property Address:** 5656 N. Courtland Avenue, Norwood Park Township, Illinois 60631

together with the tenements and appurtenances thereunto belonging.

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.

**THE TERMS AND CONDITIONS APPEARING ON PAGE 3 OF THIS INSTRUMENT ARE MADE A PART HEREOF.**

SV  
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INT

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And the said Grantors hereby expressly waive and release any and all rights or benefits under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

**This is NOT homestead property with respect to the Elisabeth Maier Declaration of Trust or John Maier.**

IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set hand and seal this 5<sup>th</sup> day of December, 2018.

Elisabeth Johnson SEAL  
ELISABETH JOHNSON

John Maier SEAL  
JOHN MAIER

As Successor Trustee of the Elisabeth Maier Declaration of Trust

Elisabeth Johnson SEAL  
ELISABETH JOHNSON  
Individually

Wesley Johnson SEAL  
WESLEY JOHNSON  
Solely to release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

State of Illinois )  
County of Cook ) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY** that ELISABETH JOHNSON and WESLEY JOHNSON and JOHN MAIER 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 waiver of the right of homestead.

Given under my hand and Seal, this 5<sup>th</sup> day of December, 2018.



[Signature]  
Notary Public

This transaction is exempt from the provisions of the Real Estate Transfer Tax Act under Paragraph E, Section 4 of said Act.

[Signature]  
Buyer, Seller or Representative

Date: 12/5, 2018.

**This instrument prepared by:**  
GUY M. KARM, Attorney at Law  
750 W. Northwest Highway  
Arlington Heights, Illinois 60004

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## TERMS AND CONDITIONS

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, to vacate any subdivision 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 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 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 Recorder of Deeds of the aforesaid 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) 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 Chicago Title Land Trust Company, individually or as Trustee, nor its 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 amendments 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 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 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 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 Chicago Title Land Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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## LEGAL DESCRIPTION

**Legal Description:**

LOT 145 IN MONTEREY MANOR SECOND ADDITION, A SUBDIVISION OF LOTS 11, 12 AND PARTS OF LOTS 9 AND 10 IN PENNOYERS AND OTHERS SUBDIVISION OF LOTS 1, 2, 3, AND 4 IN THE SUBDIVISION OF THE ESTATE OF JAMES PENNOYER IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Property Address:** 5056 N. Courtland Avenue  
Norwood Park Township, Illinois 60631

**Permanent Index No.:** 12-02-422-013-0000

Property of Cook County Clerk's Office

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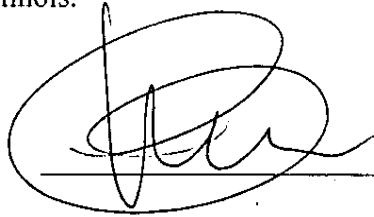
## STATEMENT BY GRANTOR AND GRANTEE

### STATEMENT BY GRANTOR:

To the best of his knowledge, the names of the Grantee shown on the deed or assignment of beneficial interest in a land trust, to which this Certification is attached, 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.

Subscribed and sworn to before me

by the said GRANTOR, this  
5<sup>th</sup> day of December, 2018



Notary Public

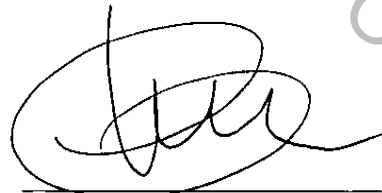


### STATEMENT BY GRANTEE:

The name of the Grantee shown on the deed or assignment of beneficial interest in a land trust, to which this Certification is attached, 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.

Subscribed and sworn to before me

by the said GRANTEE, this  
5<sup>th</sup> day of December 2018



Notary Public

