

# UNOFFICIAL COPY

## DEED IN TRUST (ILLINOIS)

### THE GRANTOR,

**PETER M. FOTOPOULOS and ROSE L. FOTOPOULOS**, husband and wife, of Norridge, Illinois, of the County of Cook, and State of Illinois, for and in consideration of the sum of Ten (\$10.00) and 00/100 DOLLARS, and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby CONVEYS and Quit Claims to:



Doc# 1910634077 Fee \$42.00

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

AFFIDAVIT FEE: \$2.00

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/16/2019 03:35 PM PG: 1 OF 3

Above space for Recorder's Office Only

### THE GRANTEE,

**PETER M. FOTOPOULOS and ROSE L. FOTOPOULOS**, Not individually but as the Co-Trustees of THE FOTOPOULOS FAMILY TRUST DATED MARCH 22<sup>ND</sup>, 2019, and to any and all successors as Trustee appointed under said Trust Agreement, or who may be legally appointed, the following described real estate:

**LOT 165 IN BRICKMAN'S LAWRENCE AVENUE HIGHLANDS SUBDIVISION IN THE SOUTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1955, AS DOCUMENT 16392968 IN COOK COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 12-12-323-006-0000**

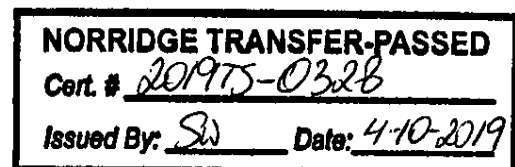
**PROPERTY COMMONLY KNOWN AS: 4925 N. CPAL AVENUE, NORRIDGE, ILLINOIS 60706**

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and of the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property or any part thereof, (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, streets, highways, or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to inquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument, that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested into the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all person claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.



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4. In the event of the inability, refusal of the Trustee herein named, to act, or upon her removal from the County, PETER A. FOTOPOULOS and ALEXANDRA FOTOPOULOS, shall act as Successor Co-Trustees herein with like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note the Certificate of Title, duplicate thereof, or memorial, the words, "in trust" or "upon condition", or "with limitation" or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

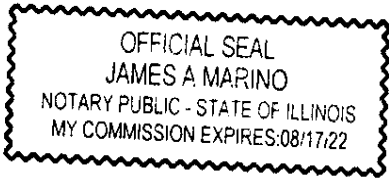
The Grantors hereby waive and release any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

DATED this 21 day of March, 2019.  
Peter M. Fotopoulos (SEAL) Rose L. Fotopoulos (SEAL)  
Grantor Grantor

The foregoing transfer of title/conveyance is hereby accepted by Peter M. Fotopoulos and Rose L. Fotopoulos as Co-trustees of the Fotopoulos Family Trust March 22, 2019.

Peter M. Fotopoulos (SEAL) Rose L. Fotopoulos (SEAL)  
Trustee

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that **PETER M. FOTOPOULOS** and **ROSE L. FOTOPOULOS** personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they have 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 official seal, this 21 day of March, 2019.

Commission expires 8/17 2022

[Signature]  
NOTARY PUBLIC

This instrument was prepared by: James A. Marino, 5521 N. Cumberland Ave., Suite 1109, Chicago, Illinois 60656

**MAIL TO:**  
James A. Marino  
James A. Marino, P.C.  
5521 N. Cumberland Avenue, #1109  
Chicago, Illinois 60656

**SEND SUBSEQUENT TAX BILLS TO:**  
James and Rose Fotopoulos  
4925 N. Opal Avenue  
Norridge, IL 60706

Exempt Under Provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act

3/22/19  
Date [Signature]  
Representative

REAL ESTATE TRANSFER TAX		16-Apr-2019
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00
12-12-323-006-0000   20190401648243   1-283-754-912		

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## STATEMENT OF 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, 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.

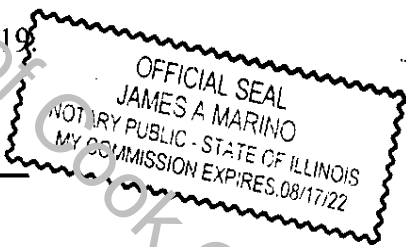
Dated: March 22nd, 2019

Signature *James A. Marino*  
Grantor or Agent

Subscribed and Sworn to before

me this 22 day of March, 2019.

*James A. Marino*  
Notary Public



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: March 22nd, 2019

Signature *James A. Marino*  
Grantee or Agent

Subscribed and Sworn to before

me this 22 day of March, 2019.

*James A. Marino*  
Notary Public

