

# UNOFFICIAL COPY



## DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, INTERNATIONAL REALTY INVESTMENTS LLC, an Illinois

of the County of Cook and State of Illinois for and

in consideration of the sum of Ten  Dollars (\$ 10.  ) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and **WARRANT** unto **CHICAGO TITLE LAND TRUST COMPANY** a Corporation of Illinois

whose address is 10 S. LaSalle St., Suite 2750, Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated January 5, 2023 and known as Trust Number 8002390751, the following described real estate situated in Cook County, Illinois to wit:



\*2305222007D\*

Doc# 2305222007 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/21/2023 10:05 AM PG: 1 OF 6

(Reserved for Recorder's Use Only)

### SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As See attached

Property Index Numbers See attached

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 2 OF THIS INSTRUMENT ARE MADE A PART HEREOF.**

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set hand and seal this 11<sup>th</sup> day of January 2023

INTERNATIONAL REALTY INVESTMENTS LLC

By OSAMA KISHK - MANAGER

Signature

Signature

Signature

Signature

STATE OF California )  
COUNTY OF orange )

I, Jonathan Fotopoulos

) said County, in the State aforesaid, do hereby certify

, a Notary Public in and for

personally known to me to be the same person(s) whose name(s) is  subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he  signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

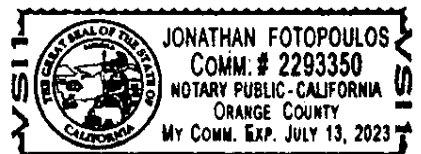
GIVEN under my hand and seal this 11 day of January, 2023

NOTARY PUBLIC

Prepared By: Michael Z. Margolies, 2201 Main Street, Suite 101, Evanston, IL 60202

MAIL TO: CHICAGO TITLE LAND TRUST COMPANY  
10 S. LASALLE STREET, SUITE 2750  
CHICAGO, IL 60603

SEND TAX BILLS TO:



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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 hereunder, (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.

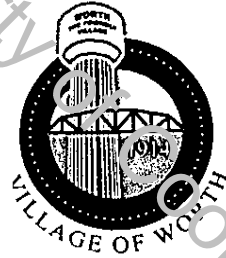
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal 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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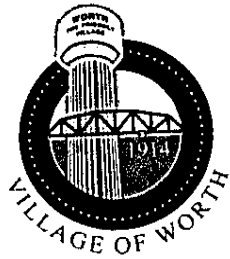
## RIDER TO DEED IN TRUST

The conveyance of the Property described on Exhibit A attached hereto is being made with special warranties as follows:

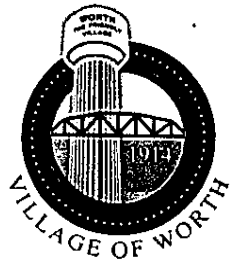
Grantor does warrant that the Grantor has good right and lawful authority to sell and convey the Property, and the Grantor hereby warrants the title to the Property subject to the matters disclosed on Exhibit B attached hereto and Grantor will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.



Village of Worth  
 Cook County, IL  
 All Fines Paid in Full  
 24-19-104-004-0000  
 1/9/2023



Village of Worth  
 Cook County, IL  
 All Fines Paid in Full  
 24-19-104-003-0000  
 1/9/2023



Village of Worth  
 Cook County, IL  
 All Fines Paid in Full  
 24-19-104-002-0000  
 1/9/2023

REAL ESTATE TRANSFER TAX

21-Feb-2023	COUNTY:	400.00
	ILLINOIS:	800.00
	TOTAL:	1,200.00
	20230101627679   1-160-507-216	
	24-19-104-002-0000	

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

#### PARCEL 1:

THE EAST 70 FEET OF THE WEST 149 FEET OF THE SOUTH 124 FEET OF THE NORTH 157 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE EAST 70.00 FEET OF THE WEST 149.00 FEET OF THE SOUTH 124.00 FEET OF THE NORTH 157.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT: THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 70.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES, 05 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT 14.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 70.00 FEET TO THE WEST LINE OF SAID TRACT, THENCE NORTH 00 DEGREES, 05 MINUTES, 00 SECONDS WEST 14.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EAST 55.5 FEET OF THE WEST 204.5 FEET OF THE SOUTH 124 FEET OF THE NORTH 157 FEET OF THE EAST 609 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE EAST 50 FEET OF THE WEST 254.5 FEET OF THE SOUTH 124 FEET OF THE NORTH 157 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THAT PART OF WEST 50.00 FEET OF THE EAST 274.50 FEET OF THE NORTH 157.00 FEET} (EXCEPT FROM THAT PART OF THE LAND CONDEMNED IN CASE NO. 85L50245 OR FALLING WITHIN 111<sup>TH</sup> STREET) (EXCEPT THAT PART OF SAID NORTH 157.00 FEET OCCUPIED AS A PUBLIC STREET) OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 TAKEN AS ONE TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT OF LAND, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 130.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT 14.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 130.00 FEET TO THE WEST LINE OF SAID

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TRACT, THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS WEST 14.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 24-19-104-002-0000; 24-19-104-003-0000; and 24-19-104-004-0000

Address of Real Estate: 7055 W. 111<sup>th</sup> Street, 7015 W. 111<sup>th</sup> Street and 7013 W. 111<sup>th</sup> Street, in Worth, Illinois 60482

Property of Cook County Clerk's Office

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Rights or claims of parties other than the Grantor in actual possession of the property.
2. Public or private easements, or claims of easements, not shown by the public record.
3. Rights of tenants as tenants only under unrecorded leases.
4. Taxes for 2022 and subsequent years.
5. Encroachment of the building mainly on the property in question onto the property lying West of and adjoining by approximately 0.2 feet as disclosed by Survey dated March 6, 2008 by Joseph P. Knight and Assoc., Ltd., as Order No. 229J5014.  
(affects Parcel 1)
6. Rights of the public, the State of Illinois and the municipality in and to the North 17 feet of the land used for 111th Street.  
(affects Parcel 2)
7. Terms and provisions of Ordinance No. 2017-34 recorded June 5, 2018 as Document No. 1815616091, approving a special use permit to establish and operate a parking lot at 7015 W. 111th Street, Worth, Illinois.  
(affects Parcel 2)
8. Terms and provisions of Ordinance No. 2017-35 recorded June 5, 2018 as Document No. 1815616092, granting variances to Section 5-9-6(E), 5-9-6(G), 56A-5(A) and 5-9-6(H)(3) of the Village of Worth Municipal Code to allow for the construction of a parking lot at 7015 W. 111th Street, Worth, Illinois.  
(affects Parcel 2)
9. Terms and provisions of Ordinance No. 2015-03 recorded August 11, 2015 as Document No. 1522315084, approving Saraya Cafe, Inc.'s request for a special use permit to establish and operate a retail tobacco store at the property commonly known as 7013 W. 111th Street, Worth, Illinois.  
(affects Parcel 3 and other property not now in question)
10. Encroachment of wood fence by approximately 1.4 feet onto the property lying West of and adjoining the property in question as disclosed by survey dated March 6, 2008 by KDC Consultants Inc., as Order No. 08-03-001.  
(affects Parcel 3)