

# UNOFFICIAL COPY

QUIT CLAIM DEED IN TRUST

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THIS INDENTURE WITNESSETH, That the Grantor, **Kevin Close and Leah S. Close, his wife** of the County of **Cook** and State of **Illinois** for and in consideration of the sum of **Ten Dollars And No/100 \*\*\*\*\* Dollars (\$ 10.00)** in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto **COLUMBIA NATIONAL BANK OF CHICAGO** a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the **30th** day of **December** 19 **88** and known as Trust Number **3008**, the following described real estate in the County of **Cook** and State of Illinois, to wit:

**Lot 27 (except the East 35 feet thereof) and the East 45 feet of Lot 28 in Country Club Manor, a Subdivision in the West half of the South West quarter of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.**

SUBJECT TO **General Taxes For 1992 And Subsequent Years**

Real Estate Tax # **12-36-300-067 & 12-36-300-078**

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, covenants, conditions and purposes hereinafter set forth, unto the said Trustee to improve, manage, protect and defend the said real estate of any part thereof, to dedicate park, streets, highways or alleys and to vacate any subdivision of part thereof, and to establish the said real estate in either fee simple or in fee simple subject to a life estate, and 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 each successor or successors in trust all of the title estate, powers and authorities vested in said Trustee, to demise, 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 on any date or dates, for any term or terms, and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 purchase, and to purchase the whole or any part of the reversion and to contract respecting the manner of leasing the amount of present or future rentals, to partition any 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 to grant an option to purchase, to lease, to convey, to purchase, to sell, to lease, to mortgage, to pledge or otherwise encumber, to deal with said real estate and every part thereof in all other ways and for such other considerations as it should 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 case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or in relation to any part thereof, shall be conveyed, or 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 Register of Deeds, and relying upon or claiming under any such conveyance, lease or other instrument, so that at the time of the delivery thereof the deed, contract or this Indenture in by said Trust Agreement shall be in full force and effect, that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in the Indenture and in said Trust Agreement, or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, so 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 that 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 the said Trust Agreement.

This conveys, to make, upon the covenants, conditions and purposes hereinafter set forth, unto the said Trustee, to improve, manage, protect and defend the said real estate of any part thereof, to dedicate park, streets, highways or alleys and to vacate any subdivision of part thereof, and to establish the said real estate in either fee simple or in fee simple subject to a life estate, and 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 each successor or successors in trust all of the title estate, powers and authorities vested in said Trustee, to demise, 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 on any date or dates, for any term or terms, and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 purchase, and to purchase the whole or any part of the reversion and to contract respecting the manner of leasing the amount of present or future rentals, to partition any 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 to grant an option to purchase, to lease, to convey, to purchase, to sell, to lease, to mortgage, to pledge or otherwise encumber, to deal with said real estate and every part thereof in all other ways and for such other considerations as it should 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.

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 limited to their respective shares, assets 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 owe any title or interest, legal or equitable, in or to said real estate or any part thereof, but only an interest in the earnings, assets and proceeds thereof, as aforesaid, the intention hereof being to convey to said Columbia National Bank of Chicago 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 in the Register of Deeds is hereby directed not to register or file in the certificate of title of this deed, hereof, or memorial the words "in trust" or "upon condition" or "with limitations" or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or copy thereof, or any extracts therefrom, as evidence that any transfer, change or other dealing involving the registered land is in accordance with the true intent and meaning of the trust.

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

In Witness Whereof, the grantor **S** aforesaid have hereunto set their hand **S** and seal **S** this **25th** day of **July** 19 **93**

*Kevin Close* [SEAL] *Leah S. Close* [SEAL]  
Kevin Close Leah S. Close

State of **Illinois** } the undersigned } a Notary Public in and for said County, in  
County of **Cook** } SS. the state aforesaid do hereby certify that **Kevin Close and Leah S. Close, his wife**

"OFFICIAL SEAL" personally known to me to be the same person **S** whose name **S** are subscribed to  
**Laura L. Kelley** foregoing instrument appeared before me this day in person and acknowledged that **they** signed, sealed  
Notary Public, State of **Illinois** the said instrument as **of their** free and voluntary act, for the uses and purposes therein set forth  
My Commission Expires **6/21/94** the release and waiver of the right of homestead. Given my hand and notated seal this **25th** day  
of **July** 19 **93**  
*Laura L. Kelley*  
Notary Public

Return to: **Columbia National Bank of Chicago**  
**5250 N. Harlem Avenue**  
**Chicago, IL 60656**  
**ATTN: Trust Dept.**

**7908 Cortland St. Elmwood Park, IL. 60635**  
For information only insert street address of above described property

Elmwood Park  
Real Estate  
Transfer Stamp



Notary Public  
*M. J. Kelley*

Section 1  
Real Estate Transfer Act  
*M. J. Kelley*  
Buyer, Seller, Representative

Date  
*7/25/93*

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*25/7/93*

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Property of Cook County Clerk's Office

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STATEMENT BY GRANTOR AND GRANTEE  
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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, 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 July 25, 1993

Signature: [Signature]  
Grantor or Agent

Subscribed and sworn to before me by the said Trust Officer this 25th day of July, 1993.

Notary Public [Signature]



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 July 25, 1993

Signature: [Signature]  
Grantee or Agent

Subscribed and sworn to before me by the said Trust Officer this 25th day of July, 1993.

Notary Public [Signature]



NOTE: 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 the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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