

UNOFFICIAL COPY

DEED IN TRUST

99491453



99491453

THE GRANTORS, DANIEL C. CUSACK, married to NANCY R. CUSACK*, and MICHAEL J. CUSACK, married to DEBRA CUSACK*, in Joint Tenancy, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey and quit claim to MARIA CARROZZA, as Trustee under the terms and provisions of a certain Trust Agreement dated the 20th day of February, 1995 and designated as the MARIA CARROZZA DECLARATION OF TRUST and to any and all successors as Trustee appointed under said Trust Agreement, or who may be legally appointed, the following described Real Estate:

DEPT-01 RECORDING \$23.50
T#0011 TRAN 2769 05/21/99 08:51:00
#0379 ÷ TB #-99-491453
COOK COUNTY RECORDER

(Above Space for Recorder's Use Only)

2

LOT 111 IN CUMBERLAND HEIGHTS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NO. 1314083, IN COOK COUNTY, ILLINOIS.

Subject only to: general real estate taxes not due and payable at the time of closing, covenants, conditions and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the property.

Permanent Real Estate Index Number: 12-11-409-007-0000

P.N.T.N.

Address of Real Estate: 5000 North Pittsburgh, Norridge, IL 60656

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

1. The Trustee 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 to 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 enquire 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 so 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 with the title, estate, rights, powers and duties of the

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preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons 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.

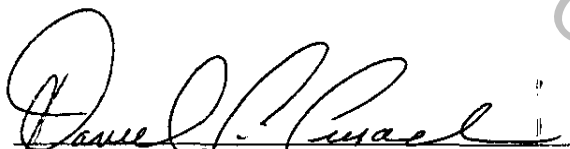
4. In the event of the inability or refusal of the Trustee herein named to act, or upon his or her removal from the County, _____ is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.


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 in 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 Grantor hereby waives and releases 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 9th day of March, 1999


DANIEL C. CUSACK


MICHAEL J. CUSACK

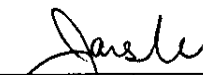
*THIS IS NOT HOMESTEAD PROPERTY TO NANCY R. CUSACK or DEBRA CUSACK.

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL C. CUSACK, married to NANCY R. CUSACK, and MICHAEL J. CUSACK, married to DEBRA CUSACK, in Joint Tenancy, 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 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 9th day of March, 1999.




Commission Expires: July 7, 2002


Notary Public

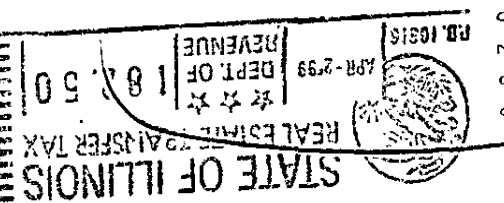
This instrument was prepared by: James R. Carlson, 7601 West Montrose Avenue, Norridge, IL 60634

MAIL TO:


Thomas J. Tarkenton
5310 W. Cermak Rd
Cicero IL 60804

SEND SUBSEQUENT TAX BILLS TO:

MARIA CA
5000 North
Norridge, IL



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0 2 8 0