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2003-01-27 11:07:19
Cook County Recorder 30.50

WARRANTY DEED
ILLINOIS STATUTORY
(CORPORATION TO INDIVIDUAL)



①

COOK COUNTY
SUPERVISOR

MTC 2043882 E/①
KRASUSKI

THE GRANTOR, **450 WESTERN AVENUE CORPORATION**, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said corporation, **CONVEYS AND WARRANTS** to: Joseph Rygiel and Sophie V. Rygiel, Co-Trustees

of the Joseph S. Rygiel and Sophie V. Rygiel Living Trust Dated October 30, 2001

Address: 506 SHAWN LANE PROSPECT HEIGHTS, IL 60070

the following Real Estate situated in the County of Cook in the State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Address of Real Estate: UNIT(S) 406
450 WESTERN AVENUE
DES PLAINES, ILLINOIS



Permanent Real Estate Index Number: 09-17-100-046

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President this 15 day of January, 2003.

450 WESTERN AVENUE CORPORATION
an Illinois corporation

BY: [Signature]
Its President

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 William Senne, personally known to me to be the President of 450 WESTERN AVENUE CORPORATION, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of January, 2003.



[Signature]
NOTARY PUBLIC



Mail To:

Ronald Pestine

555 SKOKIE BLVD
#595

NORTHBROOK, IL 60062

Name and Address of Taxpayer:

Joseph Rygiel

506 SHAWN LANE
PROSPECT HEIGHTS, IL 60070

Prepared By:

Law Offices of
PALMISANO & LOVETRAN
79 West Monroe, Suite 826
Chicago, Illinois 60603

STATE TAX

STATE OF ILLINOIS

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

JAN 24 03

0000047650

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COOK COUNTY REAL ESTATE TRANSACTION TAX

JAN. 24. 03

REVENUE STAMP

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| REAL ESTATE TRANSFER TAX |
| 0009725 |
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Property of Cook County Clerk's Office

EXPIRES
FEB 2 2013

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, 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 property, 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 premises or any part thereof; and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries hereunder; (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds thereof as aforesaid.

LEGAL DESCRIPTION

UNIT(S) 406 and ^{Parking Space} P-1 IN THE BRIGHTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS:

ON THE EAST BY THE EAST LINE OF SAID NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 17; ON THE SOUTH BY THE NORTHEASTERLY LINE OF MINER STREET (NORTHWEST HIGHWAY), AS SAID STREET IS NOW LOCATED; ON THE WEST BY A LINE PARALLEL WITH AND DISTANT 100 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 17; AND ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 26 IN BLOCK 2 IN IRA BROWN'S ADDITION TO THE CITY OF DES PLAINES, IN COOK COUNTY, ILLINOIS.; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0021415701 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

ADDRESS: 450 WESTERN AVE., UNIT(S) 406 and P-1, DES PLAINES, IL
P.I.N: 09-17-100-046-0000

SUBJECT TO: (1) GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING; (2) THE DECLARATION OF CONDOMINIUM DATED DECEMBER 20, 2002, AS DOCUMENT NUMBER 0021415701 INCLUDING ALL AMENDMENTS AND EXHIBITS THERETO, THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN; (3) APPLICABLE ZONING AND BUILDING LAWS AND ORDINANCES; (4) ACTS DONE OR SUFFERED BY PURCHASER OR ANYONE CLAIMING BY, THROUGH OR UNDER PURCHASER; (5) UTILITY EASEMENTS, IF ANY, WHETHER RECORDED OR UNRECORDED; (6) COVENANTS, CONDITIONS, RESTRICTIONS, ENCROACHMENTS AND EASEMENTS OF RECORD.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THE TENANT OF THE UNIT HAD NO RIGHT OF FIRST REFUSAL.