

UNOFFICIAL COPY

0030232662

527/0147 49 001 Page 1 of 3

2003-02-19 14:38:08

Cook County Recorder 28.50

DEED IN TRUST



0030232662

The Grantors,

George Korecky and Audrey Korecky, his wife

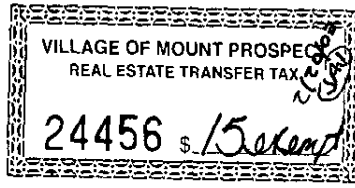
of the County of Cook, State of Illinois,

for good and valuable consideration in hand paid,

CONVEY and WARRANT unto

GEORGE KORECKY, not individually, but solely as TRUSTEE OF THE AUDREY KORECKY REVOCABLE TRUST UNDER AGREEMENT DATED FEBRUARY 14, 2003

Grantee's Address: 710 Creekside, Unit 305 Mt. Prospect, IL 60056



(hereinafter referred to as "said trustee", regardless of the number of trustees) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook, State of Illinois:

exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.

2/14/03
Date

[Signature]
Buyer, Seller or Representative

Parcel 1:

Unit 305A and the exclusive right to the use of Parking Space P 19A And Storage Space S 19A Limited Common Elements in Creekside at Old Orchard Condominiums as delineated on a survey of the following described parcel of Real Estate:

Part of Lots 1 and 2 in Old Orchard Country Club Subdivision, being a Subdivision of part of the Northwest 1/4 of Section 27 and part of the East 1/2 of the Northeast 1/4 of Section 28 both in Township 42 North Range 11 East of the Third Principal Meridian, in Cook County, Illinois

which survey is attached as Exhibit "A" to the Declaration of Condominium recorded April 8, 1996 as Document Number 96261584, as amended from time to time, together with its undivided percentage interest in the Common Elements in Cook County, Illinois.

Parcel 2:

Easement for Ingress and Egress in favor of Parcel 1 created by the aforesaid Declaration recorded as Document Number 96261584.

Permanent Real Estate Index Number: 03-27-100-092-1025

Common Address: 710 Creekside, Unit 305, Mt. Prospect, IL 60056

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

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 praesenti 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 98 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

UNOFFICIAL COPY

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 thereunder; (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.

And the said grantors hereby expressly waive and release any and all rights or benefits under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 14th day of February, 2003.

George Korecky (seal)
George Korecky

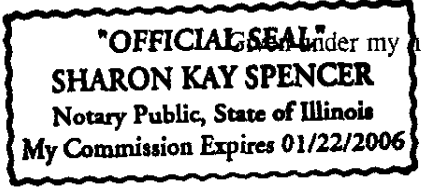
STATE OF ILLINOIS)

Audrey Korecky (seal)
Audrey Korecky

) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Korecky and Audrey Korecky, his wife, 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, 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.



Under my hand and notarial seal this 14th day of February, 2003.
Sharon Kay Spencer
Notary Public

Future Taxes to Grantee's Address

After Recording, Mail to:

George Korecky, Trustee
710 Creekside
Unit 305
Mt. Prospect, Illinois 60056

Howard D. Lerman, Esq.
Horwood Marcus & Berk, Chtd.
180 N. LaSalle Street., Ste 3700
Chicago, IL 60601

This Instrument was Prepared by: Horwood Marcus & Berk, Chtd.
Whose Address is: 180 N. LaSalle Street, Suite 3700, Chicago, Illinois 60601

UNOFFICIAL COPY

Property of Cook County Clerk's Office

