

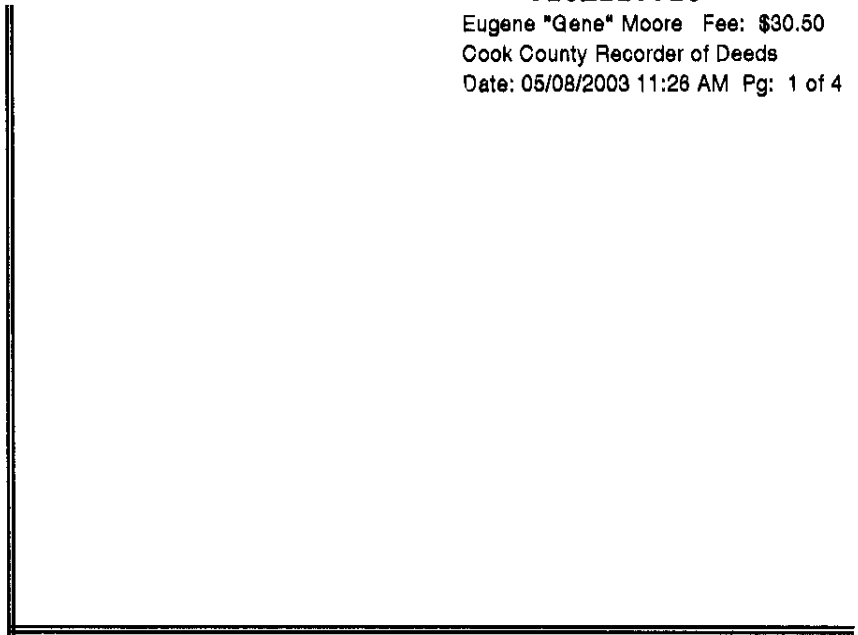
# UNOFFICIAL COPY



0312850051

Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 05/08/2003 11:28 AM Pg: 1 of 4

## WARRANTY DEED IN TRUST



NS 2325

THE GRANTOR, **MAYA SHATSKY**, married to **Larry Shatsky**, of the County of **Lake** State of **Illinois** for and in consideration of **TEN (\$10.00) DOLLARS**, and other good and valuable consideration in hand paid, **CONVEYS** and **WARRANTS** unto **GRANTEE, Parkway Park and Trust Company**, an Illinois corporation, whose address is 4800 N. Harlem Avenue, Harwood Heights, Illinois 60706, as **Trustee under Trust Agreement dated April 10, 2003 and known as Trust Number 13533**, the following described real estate situated in Cook, County, Illinois, to wit:

See Exhibit 'A' attached hereto and made a part hereof

### THIS IS NOT HOMESTEAD PROPERTY

Permanent Index Number(s): 03-12-300-197-1013  
Address of Real Estate: 774 River Walk Drive, Wheeling, IL 60090

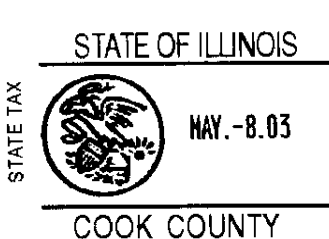
together with the tenements and appurtenances thereto belonging.

**SUBJECT TO:** general real estate taxes not yet due and payable; covenants, conditions and restrictions of record; and the Declaration of Condominium Ownership.

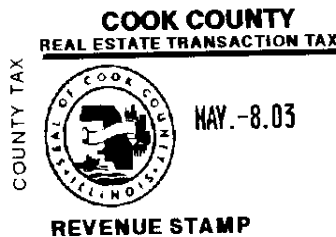
**TO HAVE AND TO HOLD**, the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON PAGE TWO OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said Grantor hereby expressly waive and release 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 the sale on execution or otherwise.



# 0000001540	REAL ESTATE TRANSFER TAX
	0026200
	FP351006



# 0000001576	REAL ESTATE TRANSFER TAX
	0013100
	FP351008

4/22

# UNOFFICIAL COPY

## TERMS AND CONDITIONS

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and 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 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, 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.

# UNOFFICIAL COPY

A.T

IN WITNESS WHEREOF, the Grantor aforesaid has set hand and seal this 14<sup>TH</sup> day of April, 2003.

Seller:

Seller:

Maya Shatsky  
MAYA SHATSKY

L. Shatsky  
Larry Shatsky, signing for the sole purpose of  
waiving homestead rights

STATE OF ILLINOIS )  
) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **CERTIFY THAT MAYA SHATSKY, married to Larry Shatsky** 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 acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

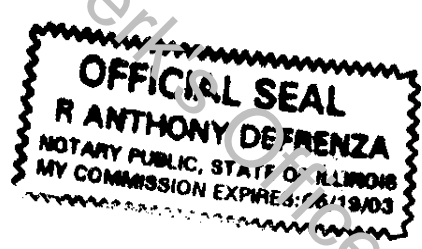
Given under my hand and official seal, this 14<sup>th</sup> day of April, 2003

[Signature]  
Notary Public

**Prepared By:** R. Anthony DeFrenza, Esq.  
DEFRENZA & ASSOCIATES, P.C.  
1701 East Lake Avenue, Suite 475  
Glenview, Illinois 60025

**Mail To:** Michael Zimmerman  
RAYSA & ZIMMERMAN, LTD.  
22 S. Washington Avenue  
Park Ridge, Illinois 60068

**Taxpayer:** Parkway Bank and Trust Company  
4800 N. Harlem Avenue  
Harwood Heights, Illinois 60706



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE

# UNOFFICIAL COPY

**EXHIBIT 'A'**  
**Legal Description**

UNIT 0033 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN RIVER MILL CROSSING CONDOMINIUM, AS SET FORTH AND DEFINED IN THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NUMBER 00446676, IN THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office