

UNOFFICIAL COPY

PREPARED BY AND RETURN TO:

Joseph J. Sorota, Jr.
JOSEPH J. SOROTA, JR., P.A.
28100 U.S. Hwy 19 N., Suite 504
Clearwater, Florida 33761
Tel: (727) 796-1557



Doc#: 0421950125
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 08/08/2004 11:17 AM Pg: 1 of 5

Send tax bills to:

Pierce and Bridget Wynne
2531 Royal Pines Circle, #D
Clearwater, FL 33763

[Space Above This Line for Recording Data]

WARRANTY DEED TO TRUSTEE UNDER REVOCABLE TRUST AGREEMENT

THIS INDENTURE made this 15th day of March, 2004, between the following named parties:

GRANTOR: PIERCE WYNNE and BRIDGET T. WYNNE, husband and wife
GRANTOR'S ADDRESS: 2531 Royal Pines Circle, #D, Clearwater, FL 33763

GRANTEE: PIERCE WYNNE and BRIDGET WYNNE, Trustees of the Pierce Wynne
and Bridget Wynne Revocable Trust under agreement dated January 26, 2004
GRANTEE'S ADDRESS: 2531 Royal Pines Circle, #D, Clearwater, FL 33763

WITNESSETH:

That the Grantor for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid, receipt of which is acknowledged, grants, conveys and warrants unto Grantee, the following described real estate in the County of Cook, and State of Illinois:

Unit Number E, 256 in Castilian Court Condominium as delineated on a survey of the North ½ of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, lying Northeasterly of Milwaukee Avenue; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document No. 25378419, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Also described as: 1104 Castilian, Unit 304, Glenview, Illinois 60025
Permanent Index Number: 04-32-200-020-1051

32-00

5

UNOFFICIAL COPY

SUBJECT to taxes for the year of conveyance, assessments, easements, encumbrances and restrictions of record.

Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD the above-described real estate ("Property") in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Pierce Wynne and Bridget Wynne Revocable Trust u/a dated January 26, 2004, ("Trust Agreement").

The Trustee shall have no personal liability whatsoever for acting as Trustee under the Trust Agreement referred to above or by virtue of taking title to the Property and the sole liability of the Trustee hereunder shall be limited to the Property which the Trustee holds as Trustee under the Trust Agreement referred to above.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said Property 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 Property 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 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 renew leases and options to purchase the whole or in 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 submit said Property to condominium, 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 consideration 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.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said Property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made

UNOFFICIAL COPY

and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with the Trustee in relation to the Property or to whom the Property or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the Property, 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 the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to said Property 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 its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that 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 the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, authorities, duties and obligations of the predecessor.

In the event of the death of the both Pierce Wynne and Bridget Wynne, the successor Trustees under the trust agreement referred to above shall be Richard J. Wynne, Sue A. Wynne, and Carol Kusek, respectively, and upon a recording in the public records of Cook County Illinois, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

And the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property and will defend the same against the lawful claims of all person whomsoever; and that said Property is free of all encumbrances, except taxes for the year of conveyance and subsequent years. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

(Continued on next page)

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Grantor aforesaid have signed this deed this 15th day of March, 2004.

Signed, sealed and witnessed
in our presence:

"GRANTOR"

Joseph J. Sorota Jr.
Witness #1

Pierce Wynne
PIERCE WYNNE

Joseph J. Sorota Jr.
NAME LEGIBLY PRINTED, TYPEWRITTEN
OR STAMPED

Bridget T. Wynne
BRIDGET T. WYNNE

Sue R. Maurer
Witness #2

Sue R. Maurer
NAME LEGIBLY PRINTED, TYPEWRITTEN
OR STAMPED

STATE OF FLORIDA
COUNTY OF PINELLAS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that:

PIERCE WYNNE and BRIDGET T. WYNNE,

personally known to me to be the same persons whose names 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.

Sue R. Maurer
Signature of Notary
Printed name:
Commission expires:



Sue R. Maurer
MY COMMISSION # DD039706 EXPIRES
July 12, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTEE

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 8-06-04, _____

Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me

by the said Terre Wynne

this 6th day of Aug., 2004

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 8-06-04, _____

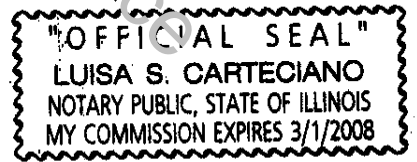
Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me

by the said Bridget T. Wynne

this 6th day of Aug., 2004

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.)

exempt under Real Estate Transfer Tax Law 35 ILCS 200/31-41 sub par. _____ and Cook County Ord. 93-0-27 par. _____

Date 8-06-04 Sign. [Signature]