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Doc#: 0426149032
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 09/17/2004 10:54 AM Pg: 1 of 4

PREPARED BY AND RETURN TO:

Raymond D. Krysh
1420 Renaissance, Suite 208
Park Ridge, IL 60068

MAIL TAX BILL TO:

Joe Muscarello
6807 N. Milwaukee, Unit 703
Niles, IL 60714

DEED IN TRUST

THIS INDENTURE dated this 4TH day of September 2004, between **JOSEPH T. MUSCARELLO and LINDA MUSCARELLO**, husband and wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrants unto **JOSEPH T. MUSCARELLO**, as Trustee under the provisions of a declaration of trust dated the 4TH of March 2002, and known as the **JOSEPH T. MUSCARELLO DECLARATION OF TRUST**, and to all and every successor or successors in trust under the trust agreement, the following described real estate located in the County of Cook, State of Illinois, to wit:

SEE ATTACHED "LEGAL DESCRIPTION"

Permanent Index Number: **10-31-213-062**

Property Address: **6807 N. Milwaukee Avenue, Unit 703, Niles, IL 60714**

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

1. The Trustee (or Trustees, as the case may be) is invested with the following powers: (a) to manage, improve, divide or subdivide the 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 and all of the title and estate of the trust, and to grant to such successor or successors 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, street 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 99 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 instrument, 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 successor in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

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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.

5. In the event of the inability, refusal of the Trustee(s) herein named, to act, or upon his/her removal from the County, such Successor Trustee as designated in the Living Trust Agreement 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.

IN WITNESS WHEREOF, JOSEPH T. MUSCARELLO and LINDA MUSCARELLO, husband and wife, aforesaid have hereunto set hand and seal this 4TH day of September 2004.

Joseph T. Muscarello
JOSEPH T. MUSCARELLO

Linda D. Muscarello
LINDA MUSCARELLO

STATE OF ILLINOIS

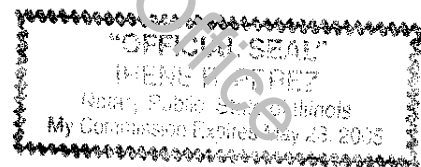
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH T. MUSCARELLO and LINDA MUSCARELLO, husband and wife, personally known to me to be the same person(s) whose name(s) were subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/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 notarial seal, this 4TH day of September 2004.

9-8-04
VILLAGE OF NILES
REAL ESTATE TRANSFER TAX
13366

Notary Public



FROM : M&M RISK EVALUATION SERVICES

FOX NO. 847 647 8985
LEGAL DESCRIPTION

SEP 22 2004 12:47PM P3

UNOFFICIAL COPY**PARCEL 1:**

UNIT 703 IN THE EAGLE POINT OF NILES CONDOMINIUMS II AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 2 IN PRZYBYLO'S EAGLE POINT RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST FRACTIONAL HALF OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 55 DEGREES 13 MINUTES 17 SECONDS WEST, 432.44 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTH 37 DEGREES 0 MINUTES 22 SECONDS EAST, 170.45 FEET; THENCE SOUTH 52 DEGREES 59 MINUTES 38 SECONDS WEST, 22.00 FEET; THENCE SOUTH 37 DEGREES 0 MINUTES 22 SECONDS EAST, 36.42 FEET; THENCE NORTH 52 DEGREES 59 MINUTES 38 SECONDS EAST, 30.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55 DEGREES 13 MINUTES 29 SECONDS EAST, 109.67 FEET; THENCE SOUTH 34 DEGREES 46 MINUTES 31 SECONDS EAST, 200.81 FEET; THENCE SOUTH 10 DEGREES 13 MINUTES 29 SECONDS WEST, 5.60 FEET; THENCE SOUTH 55 DEGREES 13 MINUTES 29 SECONDS WEST, 104.55 FEET; THENCE NORTH 37 DEGREES 00 MINUTES 22 SECONDS WEST, 29.78 FEET; THENCE NORTH 34 DEGREES 46 MINUTES 31 SECONDS WEST, 175.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION RECORDED FEBRUARY 3, 2003 AS DOCUMENT NUMBER 0030163596, AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE OF INDOOR PARKING SPACE P-9 AND INDOOR STORAGE SPACE S-9 AS LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0030163596, AS MAY BE AMENDED FROM TIME TO TIME.

PARCEL 3:

EASEMENTS FOR INGRESS AND EGRESS AS DESCRIBED IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RELATING TO THE EAGLE POINT OF NILES CONDOMINIUMS MASTER ASSOCIATION RECORDED JUNE 27, 2002 AS DOCUMENT NUMBER 0020716440, AS AMENDED FROM TIME TO TIME.

SUBJECT TO: GENERAL REAL ESTATE TAXES FOR 2002 AND SUBSEQUENT YEARS; PRIVATE, PUBLIC AND UTILITY EASEMENTS; APPLICABLE ZONING AND BUILDING LAWS OR ORDINANCES; ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND RESERVATIONS CONTAINED IN THE DECLARATION, AS AMENDED FROM TIME TO TIME, AND A RESERVATION BY THE GRANTOR TO ITSELF AND ITS SUCCESSORS AND ASSIGNS, FOR THE BENEFIT OF ALL UNIT OWNERS AT THE CONDOMINIUM, OF THE RIGHTS AND EASEMENTS SET FORTH IN THE DECLARATION AS AMENDED FROM TIME TO TIME; PROVISIONS OF THE CONDOMINIUM PROPERTY ACT OF THE STATE OF ILLINOIS AS AMENDED FROM TIME TO TIME; SUCH OTHER MATTERS AS TO WHICH THE TITLE INSURER COMMITS TO INSURE BUYER AGAINST LOSS OR DAMAGE; ACTS OF BUYER; ENCROACHMENTS; COVENANTS, CONDITIONS, RESTRICTIONS, PERMITS, EASEMENTS AND AGREEMENTS OF RECORD AS AMENDED FROM TIME TO TIME.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE AND GRANTEE'S 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 AFORESAID, AS AMENDED FROM TIME TO TIME, AND GRANTOR RESERVES TO ITSELF AND ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, 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 AS AMENDED FROM TIME TO TIME, THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THERE WERE NO TENANTS OF THE AFORESAID UNIT TO WAIVE OR EXERCISE A RIGHT OF FIRST REFUSAL.

PROPERTY ADDRESS:

UNIT 703, 6807 N. Milwaukee Ave., Niles, IL 60714

PERMANENT INDEX NUMBER: 10-31-213-062

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ATTORNEYS' TITLE GUARANTY FUND, INC.

STATEMENT BY GRANTOR AND GRANTEE

The grantor or the grantor's agent affirms that, to the best of his or her 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 and hold title to real estate under the laws of the State of Illinois.

Dated

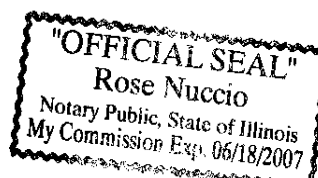
9/4/04

Jay Kuysh Esq.
Signature of Grantor or Agent

Subscribed and sworn to before me this

4 day of September, 2004
Day Month Year

Rose Nuccio
Notary Public



The grantee or the grantee's 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

9/4/04

Jay Kuysh Esq.
Signature of Grantee or Agent

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 provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Subscribed and sworn to before me this

4 day of September, 2004
Day Month Year

Rose Nuccio
Notary Public

