# **UNOFFICIAL COPY**

### **DEED IN TRUST**

The grantor, Patricia C. McLauchlan, an unmarried person, of the City of Morton Grove, Cook County, Illinois, for and in consideration of Ten Dollars, and other good and valuable considerations in hand paid, Convey and Warrant to:

The Patricia C. McLauchlan Self-Declaration of Trust dated November 14, 2001, Patricia C. McLauchlan, Trustee



Doc#: 0520955159

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 07/28/2005 11:02 AM Pg: 1 of 4

and to all and every successor or successors in trus) and under the trust agreements, the following described real estate in Cook County, Illinois:

LEGAL DESCRIPTION - See Exhibit A attached

Street address: 8340 Callie Avenue, Unit E-214, Morton Grove, illinois 60053

Permanent index number: 10-20-121-034-1118

This transaction is exempt under Real Estate Transfer Tax Law 35 ILCS 200/31-45 sub paragraph e and Cook County Ord. 93-0-27 paragraph e.

TO HAVE AND TO HOLD the premises with the appurtenances on the trusts and for the uses and purposes set forth in this deed and in the trust agreement.

Full power and authority are granted to the trustee to improve, manage, protect and subaixide the 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 the premises or any part thereof to a successor or successors in trust and to grant such successor or successor in trust all of the title, estate, powers and authorities vested in the trustee; to donate, to dedicate, to mortgage, pledge, or otherwise encumber the 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 future, 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 to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make 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 the premises or any part thereof; and to deal with the 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 it, whether similar or different from the ways above specified, at any time or times after the date of this deed.

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In no case shall any party dealing with the 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 the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the premises, or be obliged to see that the terms of the 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; and every deed, trust deed mortgage, lease, or other instrument executed by the trustee in relation to the 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 deed and by the 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 deed and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or the instrument; and (d) if the conveyance is made to 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 power, authorities, duties and obligations of its, his, her 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 the real estate, and such interest is declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, avails and proceeds thereof.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is directed not to register or note in the certificate of title or durlicate thereof, or memorial, the words "in trust" or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

The grantor(s) 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 the examption of homesteads from sale on execution or otherwise.

The grantor has signed this deed on April

Patricia C. McLauchlen

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public ir and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia C. McLauchlan, 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 acknowledge that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Dated: April

Name, address of grantee and send future tax bills to: Patricia C. McLauchlan, 8340 Callie Avenue, Unit E-214, Morton Grove, IL 60053

Prepared by and mail to: Dinverno & Foltz, LLP, 500 Park Boulevard, Suite 1400, Itasca, IL 60143-1272.

EXEMPT-PURSUANT TO SECTION 1-11-5 VILLAGE OF MORTON GROVE REAL ESTATE TRANSFER STAMP

# **UNOFFICIAL C**

### Exhibit A

Unit E-214 in The Woodlands Of Morton Grove Condominium, as delineated on a survey of part of the West 1/2 of the Northwest 1/4 of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Niles Township, Cook County, Illinois, which survey is attached as Exhibit "C" to the Declaration of Lincoln Avenue Condominiums recorded as document number 00451023 and amended and restated and renamed as The Woodlands Of Morton Grove Condominium by document number 0020639239 and as amended from time to time; together with its undivided percentage interest in the common elements.

Parcel 2:

The exclusive right to the use of Parking Space(s) E-P-93 and Storage Space(s) E-S-93, all as limited common elements, as delineated on the survey attached to the Declaration aforesaid recorded as document 0020639239.

East near for ingress and egress for the benefit of Parcels 1 and 2 as created by Amended and Restated Declaration of Covenants. Conditions and Restrictions recorded June 7, 2002 as document number 0020639236.

Subject 1 ~

General real esta express not due and payable on the date of execution of this Deed; easements, covenants, conditions and restrictions of record as of the date hereof.

Grantor also hereby grants to the Grantce, 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, aforesaid, and C.av.or 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, easurems, 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.

PIN Number: 10-20-121-628 (includes other property)

g E, D.

Olympia

Oly Property Address: 8340 Callie Avenue, Unit E-214, I uilding E, Morton Grove, Illinois

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## **UNOFFICIAL COP**

#### STATEMENT BY GRANTORS AND GRANTEES

The grantors or their agent affirm that, to the best of their knowledge, the names of the grantees shown on the deed or assignment of beneficial interest in a land trust are either natural persons, 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.

| Date: April _{ | <b>ý</b> , 2005. |
|----------------|------------------|
|----------------|------------------|

Michael C. Foltz, Agent

Subscribed and sworn to before me this 344 day of April 2005.

Notary Public

The grantees or their agent aftirm and verify that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust are either natural persons, an Illinois corporation or foreign corporation authorized to an 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.

Subscribed and sworn to before me this day of April, 2005.

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.

Property Address:

8340 Callie Avenue, Unit E-214, Morton Grove, Illinois 60053

PIN No.:

10-20-121-034-1118

Prepared by and Return to: Michael C. Foltz, 500 Park Boulevard, Suite 1400, Itasca, Illinois 60143-

1272