

# UNOFFICIAL COPY

## Warranty Deed In Trust

THE GRANTOR: Scott Gimbel married to Linda Gimbel, of the City of Laguna Niguel, County of Orange, State of CA, for the consideration of Ten (\$10.00) DOLLARS, and other good consideration in hand paid, CONVEY(s) and WARRANT(s) to:

Scott E. Gimbel and Linda Sachs-Gimbel, not personally but solely as Trustee(s), or their successors in trust, of **The 2002 Gimbel Family Trust, U.T.D. 3/14/02**, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:



Doc#: 0536253037 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/28/2005 07:53 AM Pg: 1 of 4

**See Attached**

Subject to Real Estate taxes for **2005** and subsequent years; special assessments confirmed after the contract date; building, building line and use or occupancy restrictions; conditions and covenants of record; zoning laws and ordinances; easements for public utilities; drainage ditches, feeders, laterals and drain tile, pipe or other conduit; if the property is other than a detached, single-family home, party walls, party wall rights and agreements; terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, and if applicable, installments of assessments due after the date of closing.

Permanent Real Estate Index Number(s): 17-10-103-027-1179

Address(es) of Real Estate: 25 East Superior, Unit 1302, Chicago, IL 60611

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.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate 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 real estate 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, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in praesenti or in futuro, and upon any terms and for any period of 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 real estate, or any part thereof, for other real estate or personal property, to grant easements or charges of any kind to release, convey or assign any right, title or interest in or about an easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owing the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

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In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obligated to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, 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 the said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, 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.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporation whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

And hereby expressly releasing and waiving any and all rights under and by the virtue of the Homestead Exemption Laws of the State of Illinois.

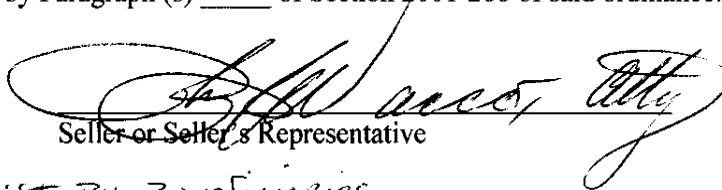
Dated this 28 day of NOVEMBER, 2007.

  
\_\_\_\_\_  
(Seal)

Scott Gimbel

I hereby declare that the attached deed represents a transaction exempt from taxation under the Chicago Transaction Tax Ordinance by Paragraph (s) E of Section 2001-286 of said ordinance. \*

Dated: 12/6/05

  
\_\_\_\_\_  
Seller or Seller's Representative

\* TRANSFER TO TRUST BY BENEFICIARIES.

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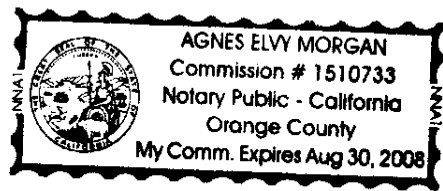
State of Illinois )  
 ) SS  
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Gimbel married to Linda Gimbel personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and wavier of the right of homestead.

Given under my hand and official Seal, this 28<sup>th</sup> day of NOVEMBER, 2007.

Commission Expires: AUGUST 30<sup>TH</sup> 2008

Agnes Elvy Morgan  
Notary Public (SEAL)



Mail to:

Send Tax Bills to:

Scott E. Gimbel and Linda Sachs-Gimbel  
31681 Isle Vista  
Laguna Niguel, CA 92677

Scott E. Gimbel and Linda Sachs-Gimbel  
31681 Isle Vista  
Laguna Niguel, CA 92677

Exempt from Transfer Tax pursuant to 35 ILCS § 200/31-45 (e).

[Signature]  
Scott Gimbel

Dated: NOVEMBER  
28, 2007

This instrument was prepared by: Philip J. Vacco, 1415 W. 55th St., Suite 201 LaGrange, IL 60525.

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## STATEMENT BY GRANTOR AND GRANTEE

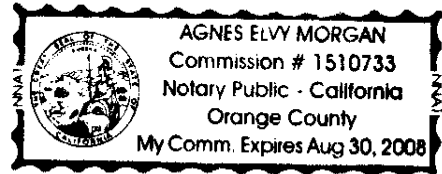
The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois Corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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 11/28/05

\_\_\_\_\_  
Scott Gimbel, Grantor or Agent

Subscribed and sworn to before me this

11 28 day of NOVEMBER, 2005



Notary Public

Agnes Elvy Morgan

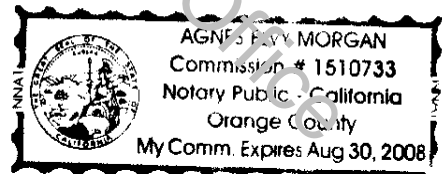
The Grantee or his Agent Affirms and Verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois Corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 title to real estate under the laws of the State of Illinois.

Dated 11/28/05

\_\_\_\_\_  
Scott Gimbel, Grantee or Agent

Subscribed and sworn to before me this

28 day of NOVEMBER, 2005



Notary Public

Agnes Elvy Morgan

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.