

UNOFFICIAL COPY

DEED IN TRUST (Illinois)



Doc#: 0602732043 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/27/2006 11:22 AM Pg: 1 of 4

Prepared By & Mail To:
HEGARTY, KOWOLS & ASSOCIATES
301 W. Touhy
Park Ridge, IL 60068

THE GRANTORS, Glenn H. Nalepa and Carol Ann Nalepa, husband and wife, of 1753 Pebble Beach Drive, Hoffman Estates, of the County of Cook and State of Illinois for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable considerations in hand paid, Convey and WARRANT/QUITCLAIM unto

Glenn H. Nalepa and Carol Ann Nalepa of 1753 Pebble Beach Drive, Hoffman Estates, IL 60194 as Co-Trustees under the provisions of a trust agreement dated the **10th day of October, 2005**, and known as **GLENN H. AND CAROL ANN NALEPA TRUST** (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit:

PARCEL ONE: That part of Lot 10 of Poplar Creek Club Homes, Unit 1, being a Subdivision of part of the Southwest ¼ of Section 8, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded July 12, 1984 as Document 27170191 and Certificate of Correction recorded December 5, 1984 as Document 27360398, in Cook County, Illinois described as follows:
Commencing at the Southeast corner of said Lot 10, thence South 71 degrees, 42 minutes, 36 seconds West along the Southerly line of said Lot 10, 9.95 feet, thence North 10 degrees, 58 minutes, 21 seconds West, 11.05 feet to an exterior corner of a concrete foundation; thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation, 15.00 feet; thence South 10 degrees, 58 minutes, 21 seconds East along the exterior surface of said foundation, 1.65 feet, thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation, 5.93 feet, thence North 10 degrees, 58 minutes, 21 seconds West along the exterior surface of said foundation, 1.65 feet; thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation, 15.94 feet, thence South 10 degrees, 58 minutes, 21 seconds East along the exterior surface of said foundation, 1.50 feet, thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation, 5.00 feet, thence North 10 degrees, 58 minutes, 21 seconds West along the exterior surface of said foundation, 1.70 feet, thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation 22.70 feet for the point of beginning, thence South 10 degrees, 58 minutes, 21 seconds East along the exterior surface of said foundation, 1.67 feet, thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation, 5.02 feet, thence North 10 degrees, 58 minutes, 39 seconds West along the exterior surface of said foundation 1.67, thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation, 22.67 feet, thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation extended Westerly, 0.51 feet to a point of intersection with the centerline of the common wall between parcels 1753 and 1755, thence North 10 degrees, 58 minutes, 21 seconds West along the centerline of said common wall 31.78 feet to a point of intersection with the Easterly extension of a Northerly exterior surface of said foundation, thence South 79 degrees, 01 minutes, 39 seconds West along the Easterly extension of said Northerly exterior surface of said

UNOFFICIAL COPY

foundation 0.28 feet to the exterior surface of said foundation, thence North 10 degrees, 58 minutes, 21 seconds West along the exterior surface of said foundation, 12.38 feet, thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation, 0.34 feet, thence North 10 degrees, 58 minutes, 21 seconds West along the exterior surface of said foundation, 4.00 feet, thence North 79 degrees, 01 minutes, 39 seconds East along the exterior surface of said foundation, 21.78 feet, thence South 10 degrees, 58 minutes, 21 seconds West along the exterior surface of said foundation, 4.00 feet, thence South 79 degrees, 01 minutes, 39 seconds West along the exterior surface of said foundation, 0.31 feet, thence South 10 degrees, 58 minutes, 21 seconds East along the exterior surface of said foundation, 12.38 feet, thence North 79 degrees, 01 minutes, 39 seconds East along the exterior surface of said foundation, 6.59 feet, thence North 79 degrees, 01 minutes, 39 seconds East along the exterior surface of said foundation extended Easterly, 0.26 feet to a point of intersection with the centerline of the common wall between parcels 1751 and 1753, thence South 10 degrees, 58 minutes, 21 seconds East along the centerline of said common wall, 31.78 feet to a point of intersection with the Westerly extension of a Southerly exterior surface of said foundation, thence North 79 degrees, 01 minutes, 39 seconds East along the Westerly extension of said Southerly exterior surface of said foundation, 0.50 feet to the point of beginning.

PARCEL TWO: Easements for ingress and egress for the benefit of Parcel One as created by Declaration of Party Wall Rights, Covenants, Conditions and Restrictions for Poplar Creek Club Homes Homeowners Association recorded November 14, 1984 as Document 27336477 and as amended and as created by deed made by Lyons Savings and Loan Association, as trustee under trust agreement dated October 23, 1983 and known as trust number 209 to Jack V. Leifel dated March 29, 1985 and recorded April 1, 1985 as Document 27494946.

Property Address: 1753 Pebble Beach Dr., Hoffman Estates, IL 60194
P.I.N.: 07-08-300-142-0000

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth:

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, street, 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 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 in futuro, and upon any terms or 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, or 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, hers, 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

UNOFFICIAL COPY

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 as interest in the earnings, avails and proceeds thereof as aforesaid.

And the said grantors 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 16 day of December, 2005.

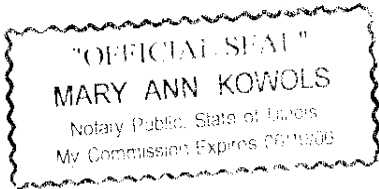
x [Signature]
Glenn H. Nalepa

x [Signature]
Carol Ann Nalepa

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GLENN H. NALEPA and CAROL ANN NALEPA, husband and wife, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge 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.

Given under my hand and official seal, this 16 day of December, 2005
Commission expires 6/19/2006

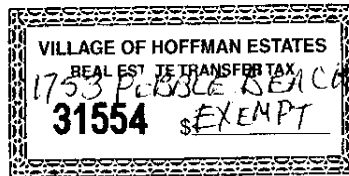


[Signature]

SENT SUBSEQUENT TAX BILLS TO:
Glenn H. Nalepa, Trustee
1753 Pebble Beach Dr.
Hoffman Estates, IL 60194

Exempt under Real Estate Transfer Tax Law
35 ILCS 200/31-45 sub par E and Cook County
Ord. 93-0-27 par E.

[Signature] 1/18/06





UNOFFICIAL COPY

EUGENE "GENE" MOORE

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES
COOK COUNTY, ILLINOIS

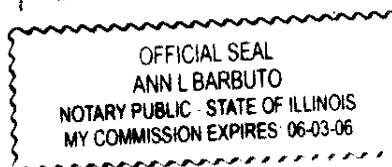
GRANTOR/GRANTEE STATEMENT

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantor 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 January 23, 2006

Signature: Mary Ann Kovacs
Grantor or Agent

Subscribed and sworn to before me
By the said MARY ANN KOVACS
This 23 day of January, 2006
Notary Public Ann L. Barbuto

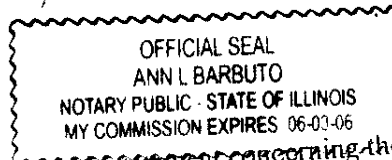


The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 January 23, 2006

Signature: Mary Ann Kovacs
Grantee or Agent

Subscribed and sworn to before me
By the said MARY ANN KOVACS
This 23 day of January, 2006
Notary Public Ann L. Barbuto



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.)