Form No. 15R

OFFICIAL COPY

AMERICAN LEGAL

WARRANTY DEED INTO Trust (ILLINOIS) (Individual to Individual)

CAUTION: Consult a lewver before using or acting under this form. Neither the blisher nor the seller of this form makes any warranty with respect thereto, incl any warranty of merchantability or fitness for a particular purpose,

THE GRANTOR (NAME AND ADDRESS)

LINAS PECKUS and **CAROLYN SCHOLZ** Husband and wife. 729 Judson Avenue Evanston, Illing's 50202

Doc#: 0615741090 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/06/2006 02:51 PM Pg: 1 of 3

(The Above Space For Recorder's Use Only)

of the City of Evanston, of Count of Cook, State of Illinois, for and in consideration of Ten (\$10.00) DOLLLARS, and other

Andrew J. Rolfe as good and valuable consideration in Lard paid, CONVEY(S) and WARRANT(S) to ANDREW J. ROLFE, 1020 Dempster Street, Evanston, Illinois 60202 (Names and address of grantees) The following described Real Estate situated in the County of Cook in the State of Illinois, to wit: (See reverse side for legal description.) hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. . SUBJECT TO: General taxes for the second installment of 2005 and subsequent years and covenants and restrictions of record provided, however that none of the foregoing covenants, restrictions, conditions or easements (i) prevent the use of the

premises as a single family residence; (ii) is violated; or (vii) contain provisions for the forfeiture or revision of title upon breach or (iv) underlie the improvements.

see Exhibit "B" a Hacked hereta

Permanent Index Number (PIN):11-19-409-004-0000 Address of Real Estate: 729 Judson Avenue, Evanston, IL 60202

DATED this 2<sup>nd</sup> day of June 2006.

(SEAL)

CAROLYN SCHOLZ

KATHERINE SCHAEFER O'MALLEY **NOTARY PUBLIC - STATE OF ILLINOIS** MY COMMISSION EXPIRES:01/02/10

I, the undersigned, a Notary Public in and for said County, in a State aforesaid, DO HEREBY CERTIFY that LINAS PECKUS and CAROLYN SCHOLZ, husband and wife, 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 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.

IMPRESS SEAL HERE

Given under my hand and official seal, this 2<sup>nd</sup> day of June, 2006: Commission expires January 2, 2010:

NOTARY PUBLIC
This instrument was prepared by: Katherine S. O'Malley, Attorney at Law, 1528 Lincoln Street, Evanston, IL 60201

Bax 343 CENTENNIAL TITLE INCORPORATED

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## LEGAL DESCRIPTION

Of the premises commonly known as 729 Judson Avenue, Evanston, Illinois 60202:

LOT 5 AND THE NORTH 10 FEET OF LOT 6 IN BLOCK 4 IN KEDZIE AND **KEENEY'S ADDITION TO EVANTON, IN SECTION 19, TOWNSHIP 41** NORTY & RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

729 JUDS OF AVENUE, EVANSTON, IL 60202 PIN: 11-19-409-004-6000

SEND SUBSEQUENT TAX BILLS TO:

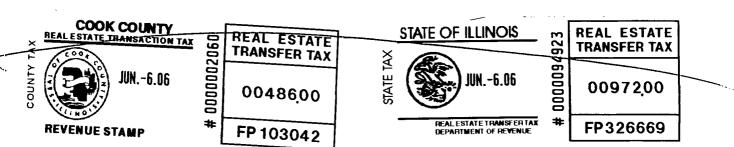
Or Coot County Clerk's Office MAIL TO: Ms. Evelyn Kelly Attorney at Law 150 North Wacker Drive, Suite 1400 Chicago, Illinois

CITY OF EVANSTON 019323

Real Estate Transfer Tax City Clerk's Office

PAID JUN 0 1 2006 MOUNT \$ 4,860 8

Agent\_MPM



0615741090D Page: 3 of 3

## **UNOFFICIAL COPY**

## **EXHIBIT "B"**

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trust 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 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 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 port 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 sail 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 tent, or money borrowed or advanced on said premise, 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 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 delivery thereof with 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, withorities, duties and obligations of its, his 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 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 an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate 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.