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06243350340

Doc#: 0624335034 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/31/2006 10:21 AM Pg: 1 of 4



Chicago Title Insurance Company

WARRANTY DEED IN TRUST

121627

THIS INDENTURE WITNESSETH, That the grantor(s) Barry E. Kipnis and Ilene Randi Kipnis, as Co-Trustees, under the KIPNIS FAMILY TRUST dated February 25, 2000, of 1280 Rudolph, Unit 1K, the Village of Northbrook, the County of Cook and State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and Warrant(s) unto Chicago Title Land Trust Company, a Corporation of Illinois, whose address is 181 West Madison Street, Suite 1700, Chicago, Illinois, 60602, as Trustee under the provisions of a trust agreement dated the August 2, 2006, known as Trust Number 8002347066 the following described Real Estate in the County of Cook and State of Illinois, to wit:

See Exhibit 'A' attached hereto and made a part hereof

YCB

SUBJECT TO:

BOX 447

PERMANENT TAX NUMBER: 04-03-200-025-1010

Address(es) of Real Estate: 1280 Rudolph, Unit 1K Northbrook, Illinois 60012

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.

THAT TERMS AND CONDITIONS APPEARING ON PAGE 2 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor(s) hereby expressly waive(s) 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 grantor(s) aforesaid has hereunto set his hand(s) and seal(s) this 10<sup>th</sup> day of

August, 2006.  
Barry E. Kipnis (SEAL)

Barry E. Kipnis as co-trustee of  
KIPNIS FAMILY TRUST, dated February 25, 2000

Ilene Randi Kipnis (SEAL)

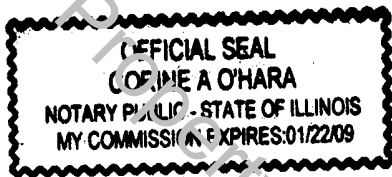
Ilene Randi Kipnis as co-trustee of  
KIPNIS FAMILY TRUST, dated February 25, 2000

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State of Illinois County of Cook

I, Corine A. O'Hara, a Notary Public in and for said County, in the State aforesaid, do hereby CERTIFY THAT Barry Kipnis and Ilene Randi Kipnis, personally known to me to be the same person(s) whose name(s) is 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 waiver of the right of homestead.

Given under my hand and notarial seal, this 10<sup>th</sup> day of August, 2006



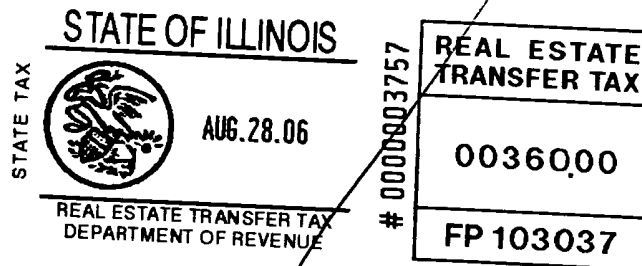
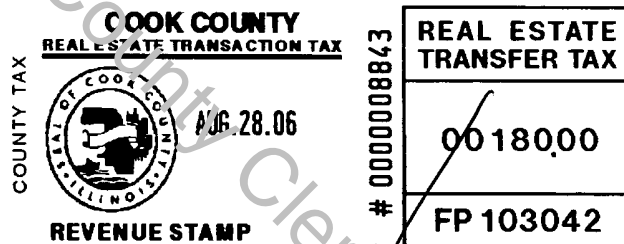
*Corine A. O'Hara* (Notary Public)

**Prepared By:** Corine A. O'Hara  
3528 North Ashland Avenue  
Chicago, Illinois 60657

**Mail To:**  
William Stroud  
KIESLER & BERMAN  
Three First National Plaza  
70 West Madison Street  
Suite 4200  
Chicago, IL 60602

Send Subsequent Tax Bills to:

Harriet R. Metrick  
1280 Rudolph, Unit 1-K  
Northbrook, IL 60012



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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 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 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 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, 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 or their predecessor in trust.

The conveyance is made upon the express understanding and condition that neither Chicago Land Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. 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 the 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 corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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.

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## EXHIBIT 'A'

### Legal Description

#### PARCEL 1:

UNIT NO. 1-K IN THE CONDOMINIUM OF NORTHBROOK COURT CONDOMINIUM III, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 50.00 FEET (MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 3, WITH A LINE DRAWN 66.00 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS WEST, ALONG THE SAID LINE, 421.06 FEET THENCE NORTH 0 DEGREES 05 MINUTES 35 SECONDS EAST, 76.05 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 34 DEGREES 54 MINUTES 25 SECONDS WEST, 185.00 FEET THENCE NORTH 12 DEGREES 24 MINUTES 15 SECONDS WEST 112.28 FEET THENCE NORTH 10 DEGREES 05 MINUTES 35 SECONDS WEST 117.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25786573, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE CONDOMINIUMS OF NORTHBROOK COURT COMMUNITY ASSOCIATION RECORDED AS DOCUMENT 25415820 AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

#### PARCEL 3:

A PERPETUAL NON-EXCLUSIVE EASEMENT OF USE FOR THE PURPOSE OF 2 WAY VEHICULAR TRAFFIC (PASSENGER VEHICLES AND TRUCKS) AND PEDESTRIAN ACCESS TO AND BETWEEN THE ABOVE DESCRIBED PROPERTY AND ABUTTING ROADS AND HIGHWAY, OVER AND ACROSS THAT PARCEL OF LAND KNOWN AS RUDOLPH ROAD.