

# UNOFFICIAL COPY



Doc#: 0724022049 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/28/2007 10:52 AM Pg: 1 of 5

## DEED IN TRUST

### THE GRANTOR

**Gay L. Portnoy,**  
a single woman  
115 Prairie Park Drive  
Unit 304  
Wheeling, IL 60090

County of Cook and State of Illinois in consideration of the sum of Ten Dollars and No/100 (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and quit claims to **The Gay L. Portnoy Revocable Trust dated January 19, 2007, Gay L. Portnoy, Trustee, 115 Prairie Park Drive, Unit 304, Wheeling, IL 60090**, the following described real estate: (see attachment for legal description)

Permanent Index Number (PIN): 03-02-100-055-0000

Address of Real Estate: 115 Prairie Park Drive, Unit 304, Wheeling, IL 60090  
Parking Spaces P-3-41, P-3-42 and P-3-35  
Storage Lockers S-3-41, S-3-42, S-3-102 and S-1-97

TO HAVE AND TO HOLD said real estate and appurtenances thereto 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 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 99 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

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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 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.

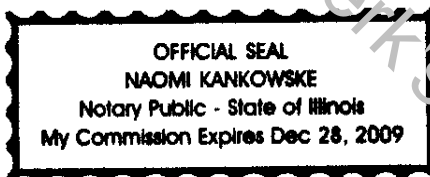
All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

The Grantor hereby waives and releases any and all right and benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homestead from sale on execution or otherwise.

Dated this 22 day of JUNE, 2007.

Gay L. Portnoy (Seal)  
Gay L. Portnoy

State of Illinois         )  
                                  ) ss  
County of COOK         )



I, the undersigned, a Notary Public in and for the said County, the State aforesaid, DO HEREBY CERTIFY that Gay L. Portnoy 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 acknowledged that she signed, sealed and delivered the said instrument as her 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 22<sup>nd</sup> day of June, 2007.

Commission expires Dec 28 2009 Naomi Kankowske  
Notary Public

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## LEGAL DESCRIPTION

of the premises commonly known as 115 Prairie Park Drive, Unit 304, Wheeling, IL 60090


### PARCEL 1

UNIT NUMBER (S) 3-304, P-3-35, P-3-41 AND P-3-42 IN PRAIRIE PARK AT WHEELING CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF LOT 1 IN PRAIRIE PARK AT WHEELING SUBDIVISION OF PARTS OF THE NORTH ½ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 03, 2005 AS DOCUMENT NUMBER 0506203148; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE(S) S-3-41, S-3-42, S-3-102 AND S-1-97, LIMITED COMMON ELEMENTS, AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 0506203148.

**Exempt under provisions of 35 ILCS 200/31-45, Par. (e), Real Estate Transfer Tax Law**

  
 \_\_\_\_\_  
 Attorney for Grantor                      Date

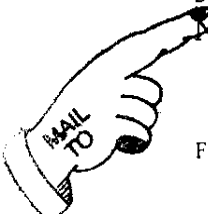
7-11-07

Mail Recorded Deed To:

Lee A. Arbus, Esq.  
Levun, Goodman & Cohen, LLP  
500 Skokie Blvd., Suite 650  
Northbrook, IL 60062

Send Subsequent Tax Bills To:

Gay L. Portnoy, Trustee  
115 Prairie Park Drive  
Unit 304  
Wheeling, IL 60090



Cook County Clerk's Office

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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: 7/10, 2007

Signature: Margaret McElroy  
Grantor or Agent

Subscribed and sworn to before me  
this 10th day of July, 2007.

Joan A. Futterman  
Notary Public



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: 7-10, 2007.

Signature: M McElroy  
Grantee or Agent

Subscribed and sworn to before me  
this 10th day of July, 2007.

Joan A. Futterman  
Notary Public



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.

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**255 W. Dundee Road  
 Wheeling, Illinois 60090  
 (847) 459-2600 • Fax (847) 459-9692**

### **VILLAGE OF WHEELING TRANSFER CERTIFICATE**

The undersigned, pursuant to the authority granted under Title 15, Chapter 15.38 of the Wheeling Municipal Code hereby certifies that the owner of the property commonly known as 115 PRAIRIE PARK 304 paid in full all water, sewer, garbage fees, local ordinance fines, citations and penalties related to this parcel as of the most recent billing and final meter reading.

**THIS CERTIFICATE SHALL BE VALID FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF ITS ISSUANCE.**

**ANY WATER, SEWER, GARBAGE FEE OR PENALTY THAT ACCRUES AFTER THE ISSUANCE OF A TRANSFER CERTIFICATE AND PRIOR TO CLOSING WILL AUTOMATICALLY BE TRANSFERRED TO THE BUYER IF NOT PAID BY THE SELLER AT CLOSING.**

By: 

Name: Carol Tress

Title: Utility Billing and Revenue Collection Coordinator

Date: 7/3/2007