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## DEED IN TRUST



**Doc#: 0829418128 Fee: \$40.00**  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/20/2008 04:28 PM Pg: 1 of 3

Grantors, MATTHEW PESOLA and HEIDI PESOLA, his wife, of Wheeling, Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, convey and quitclaim an undivided one-half (1/2) interest to MATTHEW PESOLA, not personally but as trustee of the MATTHEW T. PESOLA Trust, under trust agreement dated the 6<sup>th</sup> day of October, 2004; and convey and quitclaim an undivided one-half (1/2) interest to HEIDI PESOLA, not personally but as trustee of the HEIDI PESOLA Trust under trust agreement dated the 6<sup>th</sup> day of October, 2004, their successor or successors, the following described real estate in the County of Cook, State of Illinois:

LOT 23 IN ORCHARD LAKE, IN WHEELING UNIT NUMBER 2, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-15-116-01.

Commonly known as: 936 Garden, Wheeling, Illinois 60090

hereinafter called the real estate, to have and to hold the real estate with the appurtenances on the trust and for the purposes set forth in this deed in trust and in the trust agreement.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate of any part thereof, to dedicate parks, streets, highways or alleys, 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, powers 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 leases to commence in present or in future, 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 real estate, 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 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 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 trustee in relation to the real estate or to whom the real estate or any part thereof is conveyed, contracted to be sold, leased, or mortgaged by trustee be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with or be obliged to inquire into the necessity or expediency of any act of trustee, or obliged or privileged to inquire into any of the terms of the trust agreement.

Every deed, trust deed, mortgage, lease, or other instrument executed by trustee or any successor trustee in relation to the real estate shall be conclusive evidence in favor of every person relying on or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created herein and by the trust agreement was in full

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force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained herein and in the trust agreement or in the amendments thereof, and binding on all beneficiaries, (c) that trustee or any successor 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 the predecessor in trust.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property. No beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails, and proceeds thereof.

Executed at Buffalo Grove, Illinois on this 15<sup>th</sup> day of September, 2008.

Matthew Pesola  
MATTHEW PESOLA

Heidi Pesola  
HEIDI PESOLA

Exempt under Real Estate Transfer Tax Act, Section 4, Paragraph E and Cook County Ordinance 95104, Paragraph E. Dated the 15<sup>th</sup> day of September, 2008.

Matthew Pesola  
MATTHEW PESOLA

Heidi Pesola  
HEIDI PESOLA

STATE OF ILLINOIS  
COUNTY OF LAKE

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that MATTHEW PESOLA and HEIDI PESOLA, his 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.

Given under my hand and notarial seal this 15<sup>th</sup> day of September, 2008.

Rita Marie Hart  
Notary Public

This Document Prepared by and  
After Recording Mail to:  
Gerald J. Smoller  
KOVITZ SHIFRIN NESBIT  
750 Lake Cook Road, #350  
Buffalo Grove, IL 60089-2073  
(847) 537-0500; Fax (847) 537-0550

"OFFICIAL SEAL"  
RITA MARIE HART  
Notary Public, State of Illinois  
Commission Expires 03/30/2011

**Mail subsequent tax bills to:**

Matthew T. and Heidi Pesola, as Trustees  
936 Garden  
Wheeling, IL 60090

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## STATEMENT BY GRANTOR AND GRANTEE

The Grantor, or Grantor's Agent, affirms that, to the best of the Grantor's 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 15 September, 2008

[Signature]  
Grantor/Agent

Subscribed and sworn to before me this 15th day of September, 2008.

[Signature]  
Notary Public

"OFFICIAL SEAL"  
RITA MARIE HART  
Notary Public, State of Illinois  
My Commission Expires 03/30/2011

The Grantee, or Grantee's 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 15 September, 2008

[Signature]  
Grantee/Agent

Subscribed and sworn to before me this 15th day of September, 2008.

[Signature]  
Notary Public

"OFFICIAL SEAL"  
RITA MARIE HART  
Notary Public, State of Illinois  
My Commission Expires 03/30/2011

**NOTE:** Any person who knowingly submits a false statement concerning the identity of a Grantor or 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.)

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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 936 GARDEN LN has 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: \_\_\_\_\_

10/15/2008