

UNOFFICIAL COPY

DEED IN TRUST
(Illinois)

Mail to: Melissa H. DeVries
122 S. Michigan Ave., Ste. 1220
Chicago, IL 60603-6263
Name & Address of Taxpayer:
Bruce Benjamin Schafer
600 Greenwich Lane
Foster City, CA 94404



Doc#: **0830439057** Fee: **\$46.00**
Eugene "Gene" Moore RHSP Fee: **\$10.00**
Cook County Recorder of Deeds
Date: 10/30/2008 03:20 PM Pg: 1 of 8

RECORDER'S STAMP

THE GRANTOR, Marvin I. Schafer, a widower and not since remarried, of the Village of Wheeling, County of Cook, State of Illinois, for and in consideration of Ten DOLLARS, and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS unto Bruce Benjamin Schafer, 600 Greenwich Lane, Foster City, California, 94404 as Trustee under the provisions of a Trust Agreement dated the 3rd day of October, 2003, and known as the Marvin I. Schafer Trust and unto all and every successor or successors in trust under said trust agreement, all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

PARCEL 1: UNIT NO. 305-4 and UNIT NO. G-16 in PLUM CREEK CONDOMINIUM as delineated on a survey of the following described real estate: Part of Lot 2 in Henry Grandt and Others Subdivision of that part of the South 1420.62 feet of Section 12, West of the Center of Milwaukee Avenue and a part of the North 1/2 of Section 13, all in Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat of said Subdivision filed in the Registrar's Office of Cook County, Illinois, January 29, 1923 as Document Number 172867; which survey is attached as Exhibit "C" to the Declaration of Condominium made by NORTHWEST NATIONAL BANK, a National Banking Association, as Trustee under Trust No. 1535 Registered as Document No. 3033165 together with its undivided percentage interest as amended from time to time in the common elements.

PARCEL 2: Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements, Covenants and Restrictions Registered on July 20, 1978 as Document No. 3033164.

1. Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.
2. This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Permanent Index Number(s): 03-12-300-063-1029 and 03-12-300-063-1136

Property Address: 475 Plum Creek Drive, #305, Wheeling, IL 60090 and Unit No. G-16 at 475 Plum Creek Drive, Wheeling, IL 60090

UNOFFICIAL COPY

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.

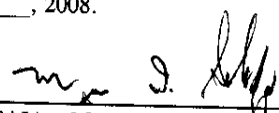
Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; 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 the present or in the 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 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 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.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption for homesteads from sale on execution or otherwise.

DATED this 3rd day of October, 2008.



(SEAL) Marvin I. Schafer

NOTE: PLEASE TYPE OR PRINT NAME BELOW ALL SIGNATURES.

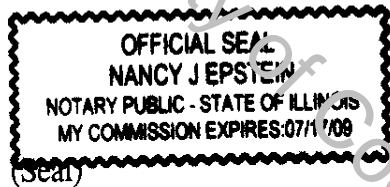
ATTACH NOTARY ACKNOWLEDGMENT

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Marvin I. Schafer, a widower and not since remarried 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 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 3rd day of October, 2008.



Nancy Epstein
Notary Public

NAME AND ADDRESS OF PREPARER:
Melissa H. DeVries
Hoogendoorn and Talbot LLP
122 South Michigan Avenue
Suite 1220
Chicago, Illinois 60603-6107

COUNTY-ILLINOIS TRANSFER STAMPS
EXEMPT UNDER PROVISIONS OF PARAGRAPH
E, SECTION 4, REAL ESTATE
TRANSFER ACT.

DATE: Nancy Epstein
~~Buyer, Seller or Representative~~

** This conveyance must contain the name and address of the Grantee for tax billing purposes: (Chap. 55 ILCS 5/3-5020) and name and address of the person preparing the instrument: (Chap. 55 ILCS 5/3-5022).

UNOFFICIAL COPY

Exhibit "A"

PARCEL 1:

UNIT NO. 305-4 and UNIT NO. G-16 in PLUM CREEK CONDOMINIUM as delineated on a survey of the following described real estate: Part of Lot 2 in Henry Grandt and Others Subdivision of that part of the South 1420.62 feet of Section 12, West of the Center of Milwaukee Avenue and a part of the North ½ of Section 13, all in Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat of said Subdivision filed in the Registrar's Office of Cook County, Illinois, January 29, 1923 as Document Number 172867; which survey is attached as Exhibit "C" to the Declaration of Condominium made by NORTHWEST NATIONAL BANK, a National Banking Association, as Trustee under Trust No. 1535 Registered as Document No. 3033165 together with its undivided percentage interest as amended from time to time in the common elements.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements, Covenants and Restrictions Registered on July 20, 1978 as Document No. 3033164.

1. Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

2. This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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.

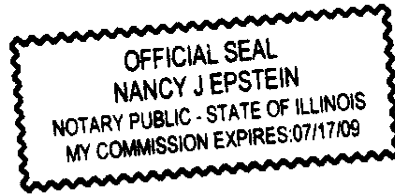
Dated: October 30, 2008

Signature:

Lauren J. Klein
Grantor or Agent

Subscribed and sworn to before me this
30 day of October, 2008.

Nancy J. Epstein
Notary Public



The grantee 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.

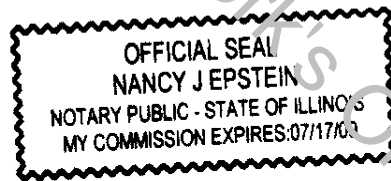
Dated: October 30, 2008

Signature:

Lauren J. Klein
Grantee or Agent

Subscribed and sworn to before me this
30 day of October, 2008.

Nancy J. Epstein
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.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

UNOFFICIAL COPY

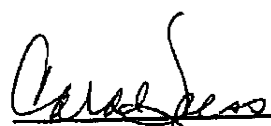
255 W. Dundee Road
Wheeling, Illinois 60090
(847) 459-2600 • Fax (847) 459-9692

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 475 PLUM CREEK 305 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: 10/29/2008