

UNOFFICIAL COPY



Doc#: 0835122105 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/16/2008 02:50 PM Pg: 1 of 4

WARRANTY DEED IN TRUST

THIS DOCUMENT PREPARED BY AND
UPON RECORDING RETURN TO:

Mary Ann Wilson, Esq.
Harrison & Held LLP
333 West Wacker Drive, Suite 1700
Chicago, Illinois 60606

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, AUBREY SCHWARTZ and PHYLLIS SCHWARTZ, husband and wife, of 201 East Chestnut Street, Unit 14B, Chicago, Illinois 60611, for and in consideration of the sum of Ten Dollars and No/100ths (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, convey and warrant unto AUBREY SCHWARTZ, not individually, but as Trustee of the Aubrey Schwartz Trust dated October 9, 2008, and PHYLLIS SCHWARTZ, not individually but as Trustee of the Phyllis Schwartz Trust dated October 9, 2008, as tenants-in-common (collectively referred to hereinafter as the "Trust Agreements"), all interest in the real estate situated in the County of Cook in the State of Illinois (the "Property") legally described as follows:

UNIT 14B AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

LOTS 60, 61, 81 AND 82 (EXCEPT THE SOUTH 64 FEET OF LOTS 81 AND 82) IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBLIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBLIVISION OF SOUTH FRACTIONAL 1/2 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 19772502, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Permanent Index No: 17-03-277-018-1066

Property Address: 201 East Chestnut Street, Unit 14B, Chicago, Illinois 60611

TO HAVE AND HOLD said premises with the appurtenances, upon the trusts and for the uses and purposes set forth herein and in the Trust Agreements. In addition to all of the powers and authority granted to the Trustees by the terms of the Trust Agreements, full power and authority is hereby granted to the Trustees with respect to the Property or any part thereof to do any one or more of the following: improve, manage, protect and subdivide the Property or any part thereof; dedicate parks, streets, highways or alleys and vacate any subdivision or part thereof, and to resubdivide the Property as often as desired; contract to sell or convey the Property on any terms either with or without consideration; grant options to purchase; convey the Property or any part thereof to a successor or successors in trust and to grant to such

UNOFFICIAL COPY

successor or successors in trust all of the title, estate, powers and authorities vested in the Trustees; donate, dedicate, mortgage, pledge or otherwise encumber the Property, or any part thereof; operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on the Property; lease, from time to time, in possession or reversion, by leases to commence at 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; 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; contract to make leases, grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion; contract with respect to fixing the amount of present or future rentals; partition or exchange the Property for other real or personal property; grant easements or charges of any kind, to release, convey or assign any right or title or interest in or about or easement appurtenant to the Property or any part thereof; enter into contracts or other agreements containing provisions exculpating the Trustees from personal liability; and deal with the 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 the Trustees in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustees, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust Agreements have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustees, or be obliged or privileged to inquire into any of the terms of the Trust Agreements. Every deed, trust deed, mortgage, lease or other assignment, instrument or document executed by the Trustees in relation to the Property 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 the Trust Agreements 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 the Trust Agreements or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustees were duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other assignment instrument or document, 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 their predecessors in trust.

And said GRANTORS hereby expressly waive 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.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the GRANTORS, have hereunto set their hand and seal this 12 day of December, 2008.

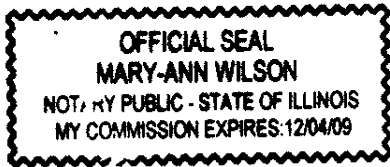
Aubrey Schwartz
Aubrey Schwartz

Phyllis Schwartz
Phyllis Schwartz

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 Aubrey Schwartz and Phyllis Schwartz, his wife, personally known to me to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 12 day of December, 2008.



Mary-Ann Wilson
Notary Public

My Commission Expires: _____

EXEMPT UNDER PROVISIONS OF PARAGRAPH E,
SECTION 31-45 REAL ESTATE TRANSFER TAX LAW

DATE: 12/12/08

[Signature]
Signature of Buyer, Seller or Representative

Taxpayer's Name and Address:
Aubrey Schwartz, Trustee
Phyllis Schwartz, Trustee
201 E. Chestnut St., Unit 14B
Chicago, IL 60611

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTEE

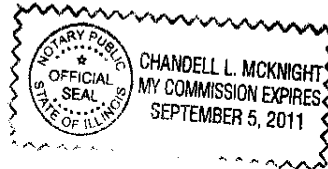
The grantor or his or her agent affirms that, to the best of his or her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title 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: _____, 2008

Signed: _____
Grantor or Grantor's Agent

Subscribed and Sworn to before me on
this _____ day of _____, 2008

Chandell L. McKnight
Notary Public



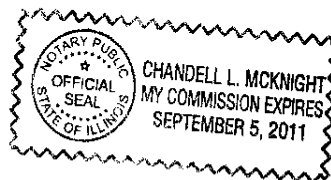
The grantee or his or her agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: _____, 2008

Signed: _____
Grantee or Grantee's Agent

Subscribed and Sworn to before me on
this _____ day of _____, 2008

Chandell L. McKnight
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.