

# UNOFFICIAL COPY



Doc#: 0904239014 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/11/2009 09:22 AM Pg: 1 of 4

## WARRANTY DEED

### MAIL TO:

Jan Romanowski  
Pluymert, Piercey et al.  
2300 Barrington Road, Suite 400  
Hoffman Estates, IL 60169

### TAXPAYER NAME & ADDRESS:

Robert L. and Penny A. Fales  
874 Chippewa Drive  
Elgin, Illinois 60120-4016

THE GRANTORS, **ROBERT FALES (a/k/a ROBERT L. FALES) and PENNY FALES (a/k/a PENNY A. FALES), his wife**, of 874 Chippewa Drive, City of Elgin, County of Cook, State of Illinois for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY and WARRANT to **ROBERT L. FALES and PENNY A. FALES, as trustees of the FALES FAMILY 2008 TRUST U/D/T DATED DECEMBER 5, 2008**, of 874 Chippewa Drive, Elgin, Illinois, the following described real estate situated in Cook County, State of Illinois to wit:

Lot 138 in Lord's Park Manor Unit Number 6, being a subdivision of part of Lot 5 in the Circuit Court Partition of parts of Sections 6 and 7, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded April 14, 1971 as Document Number 21448549, in Cook County, Illinois.

*Exempt under provisions of Paragraph E, Section 4 of the Real Estate Transfer Act.*

Date: 12/17, 2008

Robert Fales  
Grantee or Agent

Permanent Real Estate Index Number(s): 06-07-111-005

Address(es) of Real Estate: 874 Chippewa Drive, Elgin, Illinois 60120-4016

Together with all easements, appurtenances, and hereditaments thereunto belonging. Subject to the terms and conditions set forth on the "Rider" attached hereto and by this reference made a part hereof. Subject to real estate taxes not yet due and payable, covenants, conditions, and restrictions of record and building lines and easements as exist, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. To have and to hold said premises forever.

DATED this 17 day of Dec., 2008.

Robert Fales  
ROBERT FALES

Penny Fales  
PENNY FALES



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STATE OF ILLINOIS

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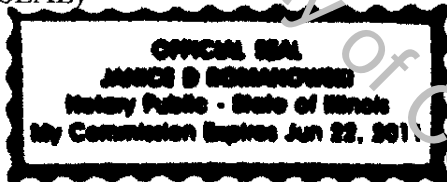
COUNTY OF COOK

)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ROBERT FALES and PENNY FALES, husband and wife, for the release of homestead only, 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 the grantors signed, sealed and delivered the said instrument as a 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 17<sup>th</sup> day of December, 2008.

(SEAL)



*Janice D. Romanowski*  
 Notary Public

This instrument was prepared by: Rodney H. Piercey, Attorney-at-Law, 2300 Barrington Road, Suite 400, Hoffman Estates, Illinois 60169

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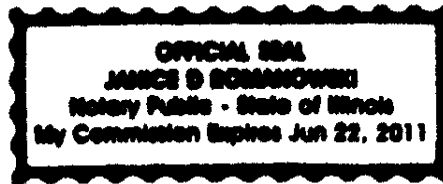
STATEMENT BY GRANTOR AND GRANTEE

The grantor or the grantor's agent affirms that, to the best of the grantor's 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: 12/17, 2008

Signature: *Robert Fales*  
Grantor or Agent

Subscribed and sworn to before me by said Robert Fales this 17<sup>th</sup> day of December, 2008.



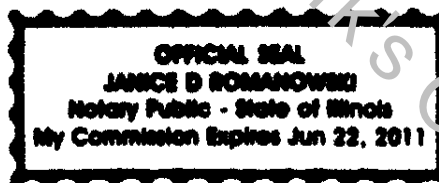
*Janice D. Romanowski*  
Notary Public

The grantee or the 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 and hold title to real estate under the laws of the State of Illinois.

Dated: 12/17, 2008

Signature: *Penny A. Fales*  
Grantee or Agent

Subscribed and sworn to before me by said Penny A. Fales this 17<sup>th</sup> day of December, 2008.



*Janice D. Romanowski*  
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 the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

RIDER

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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 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 obligated to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obligated to see that the terms of this trust have been complied with, or be obligated to inquire into the necessity or expediency of any act of said trustee, or be obligated 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 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.