

# UNOFFICIAL COPY



Doc#: 0933639047 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/02/2009 01:46 PM Pg: 1 of 6

## WARRANTY DEED IN TRUST

This document prepared by:

William F. McGinn, Esq.  
Sugar & Felsenthal LLP  
30 N. LaSalle Street, Suite 3000  
Chicago, Illinois 60602

When recorded mail to:

Jennifer L. Sherpan  
Sugar & Felsenthal LLP  
30 N. LaSalle Street, Suite 3000  
Chicago, Illinois 60602

**GAY L. PORTNOY**, a single woman, 115 Prairie Park Drive, Unit 304, Wheeling, IL 60090 ("Grantor"), in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and warrant to **GAY L. PORTNOY, NOT INDIVIDUALLY, BUT AS TRUSTEE OF THE GAY L. PORTNOY REVOCABLE TRUST DATED JANUARY 19, 2007**, 115 Prairie Park Drive, Unit 304, Wheeling, IL 60090, ("Grantee"), the following described real estate in Cook County, Illinois:

**PARCEL 1:**

UNIT NUMBER(S) 3-304, P-3-34, 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 3, 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.

Property Address:

115 Prairie Park Dr., Unit 304, Wheeling, IL 60090  
Parking Spaces P-3-34, P-3-41, and P-3-42

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Permanent index numbers: 03-02-100-060-1307 (Unit 3-304); 03-02-100-060-1358 (P-3-34);  
03-02-100-060-1365 (P-3-41); 03-02-100-060-1366 (P-3-42)

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

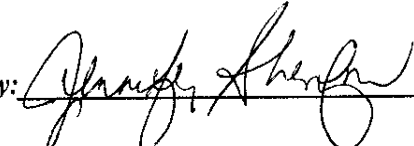
TO HAVE AND TO HOLD the property in fee simple, for the uses and purposes set forth herein and in Exhibit "A".

SUBJECT TO: general real estate taxes not due and payable, covenants, conditions and restrictions of record, the Declaration of Condominium and all amendments thereto, if any; building lines and easements, if any.

Dated: 11-25, 2009.

  
GAY L. PORTNOY

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

By:  Date: 11-25-09

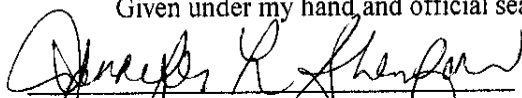
Mail Subsequent Tax Bills to:  
Gay L. Portnoy, Trustee  
P.O. Box 126  
Wheeling, IL 60090-0126

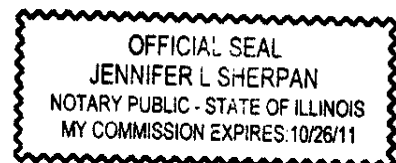
STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF Cook            )

### ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County 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 and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 25<sup>th</sup> day of November, 2009.

  
Notary Public  
My commission expires: 10/26/2011



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## EXHIBIT "A"

**TO HAVE AND TO HOLD** the said real estate with the appurtenances, upon the trust, 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 sell, convey, release, mortgage, encumber, lease, partition, improve, manage, insure against loss, protect and subdivide any real estate, interests therein or parts thereof; to dedicate for public use, to vacate any subdivisions or parts thereof, to resubdivide, to contract to sell, to grant options to purchase, to sell on any terms; to convey, 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 praesenti or in futuro and upon any terms and for any period of time, including a period extending beyond the term of the trust, and to renew or extend leases, to amend, change, or modify the terms and provisions of any lease and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversions; 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; to construct or reconstruct, remodel, alter, repair, add to or take from buildings on said real estate; to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; to insure the Trustee and any person having an interest in or responsibility for the care, management or repair of such real estate against such risks as the Trustee deems advisable, and to charge the premiums therefore as an expense of the trust estate; to transfer any property which may at any time form a part of the trust estate into a separate trust including without limitation a land trust; a direct, or to authorize any other person to direct, the trustee of any land trust of which the trust is a beneficiary to mortgage, lease, convey or contract to convey the real estate held in such land trust or to execute and deliver deeds, mortgages, notes and any and all documents pertaining to the real estate subject to such land trust or in any matter regarding such trust; to execute assignments of all or any part of the beneficial interest in such land trusts;

To abandon any property, real or personal, which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping, protecting or maintaining; to abstain from the payment of installments due on purchase contracts or mortgages, taxes, water rents, assessments, repairs and maintenance with respect to any such property; to permit any such property to be lost by foreclosure, tax sale or other proceedings; to convey any such property for a nominal consideration or without consideration; to permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of said trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county, if any) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of

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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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, 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, 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

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition" or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

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## STATEMENT BY GRANTOR AND GRANTEE

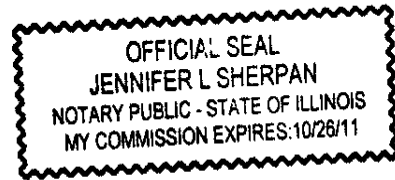
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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: 11-25, 2009.

Signature: *Cary L. Fortney*  
Grantor or Agent

SUBSCRIBED and SWORN to before me by the said Grantor or Agent this 25<sup>th</sup> day of November, 2009.

*Jennifer L. Sherpan*  
Notary Public



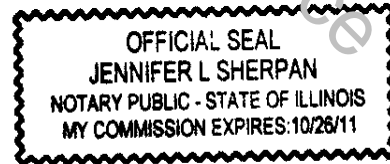
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: 11-25, 2009.

Signature: *Cary L. Fortney*  
Grantee or Agent

SUBSCRIBED and SWORN to before me by the said Grantee or Agent this 25<sup>th</sup> day of November, 2009.

*Jennifer L. Sherpan*  
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.)

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**2 COMMUNITY BLVD  
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 UNIT 304 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: *Carol Tress*

Name: Carol Tress

Title: Utility Billing and Revenue Collection Coordinator

Date: 11/24/2009