

# UNOFFICIAL COPY

## DEED IN TRUST



Doc#: 1108150030 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/22/2011 02:52 PM Pg: 1 of 4

**THE GRANTOR, DAVID M. RAPPAPORT,**  
a widower and not since remarried,

of the City of Sanibel, County of Lee, State of Florida, for and in consideration of less than One Hundred and 00/00 Dollars, the receipt whereof is hereby confessed, does hereby CONVEY and QUIT CLAIM unto **GRANTEE, David M. Rappaport,** not individually, but as Trustee under the provisions of a trust agreement dated the 4th day of November, 2010, and known as the David M. Rappaport Revocable Living Trust

(hereinafter referred to as "said trustee", regardless of the number of trustees) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit:

### SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Property Address: Unit 5504, 195 N. Harbor Drive, Chicago, Illinois 60601

PIN: 17-10-401-014-1482

In addition to all of the powers and authority granted to the trustee by the forms of said trust agreement, 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 praesenti* or *in 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 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 or 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 to 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, her or their predecessor in trust.

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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.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to note in the certificate or 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.

And the said Grantor hereby expressly waives and releases 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.

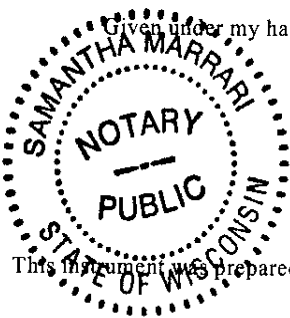
IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set his hand and seal this 4<sup>th</sup> day of January, 2011

David M Rappaport  
David M. Rappaport

State of Wisconsin  
County of Walworth ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David M. Rappaport, 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 official seal, this 4<sup>th</sup> day of January, 2011.



Samantha Marrari  
Notary Public

This instrument was prepared by Michael D. Falls, 410 Oak Ridge Court, Lake Bluff, Illinois 60044.

MAIL TO:

Michael D. Falls  
410 Oak Ridge Court  
Lake Bluff, Illinois 60044

SEND SUBSEQUENT TAX BILLS TO:

David M. Rappaport, As Trustee  
737 East Gulf Drive #A-2  
Sanibel, FL 33957

Exempt Under Para. e., Section 4, Real Estate Transfer Act

Dated 4<sup>th</sup> day of January 2011  
Michael D. Falls  
Representative  
Attorney at Law

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## EXHIBIT "A"

### LEGAL DESCRIPTION

Unit 5504, 195 N. Harbor Drive, Chicago, Illinois 60601  
17-10-401-014-1482

PARCEL 1: UNIT 5504 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARKSHORE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 95414356, IN THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PERPETUAL NON-EXCLUSIVE EASEMENT FOR BENEFIT OF PARCEL 1 SOLELY FOR UTILITY PURPOSES, VEHICULAR ACCESS INCIDENTAL TO THE USE OF PARCEL 1 PURSUANT TO THE TERMS, CONDITION AND RESERVATIONS CONTAINED IN THE AMENDED AND RESTATED GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED ON SEPTEMBER 29, 1989 AS DOCUMENT NO. 89410952.

PARCEL 3: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 343, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NO. 95414356.

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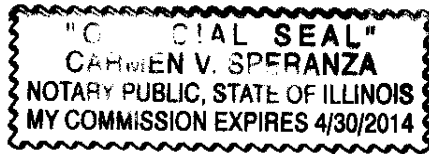
## STATEMENT BY GRANTOR AND GRANTEE

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: March 21, 2011.

Signature: *Michael D Falls*  
**Grantor or Agent**

Subscribed and sworn to before me  
by the said Michael D. Falls  
this 21<sup>st</sup> day of March, 2011  
Notary Public *Carmen V. Speranza*



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 title to real estate under the laws of the State of Illinois.

Dated: March 21, 2011.

Signature: *Michael D Falls*  
**Grantee or Agent**

Subscribed and sworn to before me  
by the said Michael D. Falls  
this 21<sup>st</sup> day of March, 2011  
Notary Public *Carmen V. Speranza*



**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.)