

# UNOFFICIAL COPY



## WARRANTY DEED IN TRUST

PREPARED BY AND AFTER  
RECORDING RETURN TO:

Doc#: 1204613028 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/15/2012 01:11 PM Pg: 1 of 5

Michelle H. Gooze-Miller, Esq.  
1032 West Fulton Market, Suite 300  
Chicago, Illinois 60607

SEND TAX BILLS TO:

Brian Uzzi, Trustee (Taxpayer)  
537 Sheridan Road, Unit 2S  
Evanston, IL 60202

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **BRIAN UZZI**, married to Michelle M. Martin, of the County of Cook, State of Illinois for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, conveys and warrants unto **BRIAN UZZI**, and/or his successors in trust, not individually, but as Trustee (the "Grantee Trustee") under the provisions of a Trust Agreement known as the **BRIAN UZZI REVOCABLE TRUST u/a/d April 12, 2011**, as may be amended from time to time, (referred to herein as the "Trust Agreement") of Unit 2S, 537 Sheridan Road, Evanston, Illinois 60202, all interest in the real estate situated in the County of Cook, in the State of Illinois (the "Property") legally described as follows:

[See Attached Exhibit A]

Subject to Declarations of Condominiums; provisions of the Condominium Property Act of Illinois; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; public records; public roads and highways; installments due after the date of closing of assessments established pursuant to the Declaration of Condominium; covenants and restrictions of record as to use and occupancy, party wall rights and agreements, if any, general real estate taxes for the year 2011 and subsequent years; and Grantee's mortgage or trust deed.

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 Agreement.

In addition to all of the power and authority granted to the Grantee Trustee by the terms of the Trust Agreement, full power and authority is hereby granted to the Grantee Trustee 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;

CITY OF EVANSTON  
EXEMPTION

  
CITY CLERK

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grant options to purchase; convey the Property 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 the Grantee Trustee; 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 Grantee Trustee 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 Grantee Trustee 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 Grantee Trustee, 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 Agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Grantee Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement. Every deed, trust deed, mortgage, lease or other assignment, instrument or document executed by the Grantee Trustee 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 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 the Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Grantee Trustee was 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 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.

[Signature Page to Follow]

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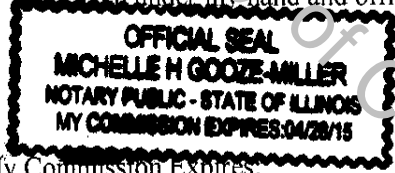
IN WITNESS WHEREOF, the Grantor has set his hand and seal unto this Warranty Deed in Trust this 13<sup>th</sup> day of July, 2011.

Brian Uzzi  
BRIAN UZZI

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, Michelle H. Gooze-Miller, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian Uzzi, personally known to me to be the same person who executed the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal this 13<sup>th</sup> day of July, 2011.



Michelle H. Gooze-Miller (Seal)  
Notary Public

My Commission Expires: 4/28/15

### SPOUSAL WAIVER OF HOMESTEAD RIGHTS

I, MICHELLE M. MARTIN, being the spouse of BRIAN UZZI, hereby release and waive all rights or benefit that I may have in and to the real estate described in this Warranty Deed in Trust 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.

Michelle M. Martin  
MICHELLE M. MARTIN

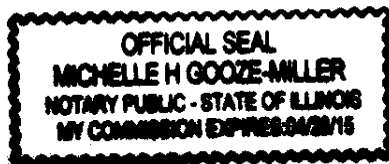
STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, Michelle H. Gooze-Miller, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michelle M. Martin, 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, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal, this 13<sup>th</sup> day of July, 2011.

My Commission Expires: 4/28/15

Michelle H. Gooze-Miller  
Notary Public



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## EXHIBIT A

UNIT 4 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

LOT 10 IN BLOCK 3 IN ARNOLD AND WARREN'S ADDITION TO EVANSTON TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF THE SOUTHWEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, A CORPORATION OF THE UNITED STATES OF AMERICA, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 23, 1975, AND KNOWN AS TRUST NUMBER 1806 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JUNE 9, 1975, AS DOCUMENT NO. 23107452 TOGETHER WITH AN UNDIVIDED 16-2/3 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 11-20-103-030-1004  
 Common Address: Unit 2S, 537 Sheridan  
 Evanston, Illinois 60202

COUNTY - ILLINOIS TRANSFER STAMPS  
 EXEMPT UNDER PROVISION OF PARAGRAPH 4(e) 25 ILCS 200/31-45(e)), REAL ESTATE TRANSFER TAX LAW.

Date: 7/13/11

Signed: Bani Hysji  
 Buyer, Seller or Agent

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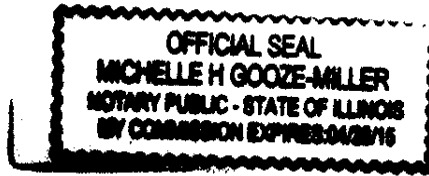
## STATEMENT BY GRANTOR AND GRANTEE

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.

Date: 7/13/11

Brian Uzzi  
Grantor or Agent:

Subscribed and sworn to before me by the said Brian Uzzi this 13<sup>th</sup> day of July, 2011.



Michelle H. Gooze-Miller  
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 title to real estate under the laws of the State of Illinois.

Date: 7/13/11

Brian Uzzi  
Grantee or Agent:

Subscribed and sworn to before me by the said Brian Uzzi this 13<sup>th</sup> day of July, 2011.



Michelle H. Gooze-Miller  
Notary Public