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First American Title Insurance Company

Doc#: 1319342080 Fee: \$42.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 07/12/2013 11:27 AM Pg: 1 of 3

WARRANTY DEED IN TRUST Individual

VILLAGE OF MOUNT PROSPECT REAL ESTATE PANSFER TAX

THE GRANTOR(S), Michael A. Mangiamele, married to Kathleen Mangiamele, of the Village of Mount Prospect, County of Cook, State of IL for and in confideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to JAMES F. TRUSK, as Trustee of the James F. Trusk Declaration of Trust dated April 12, 2005 of 1804 Tano Lane, Mount Prospect, IL 60056 of the County of Cook, all interest in the following described Real Estate situated in the County of Cook in the State of IL, to wit:

See Exhibit "A" anached hereto and made a part hereof

Permanent Real Estate Index Number(s): 03-33-424-013-1031
Address(es) of Real Estate: 200 N. Cathy Lane, , Mount Prospect, IL 60056

FIRST AMERICAN TITLE ORDER# 24307/3

TO HAVE AND TO HOLD said real estate and appurtenances thereto up in the trusts set forth in said Trust Agreement and for the following uses:

- 1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof, (b) To sell on any terms, grant options to purch se, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estart of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encument or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, street, highways or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.
- 2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, telese or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration giver, to reshall be required to see that the terms of the trust have been complied with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said agreement is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.
- 3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.
- 4. In the event of the inability, refusal of the Trustee herein named, to act, or upon his removal from the County is then appointed a Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.

Warranty Deed in Trust - Individual

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All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note in the Certificate of Title, duplicate thereof, or memorial, the words "in trust" or "upon condition", or "with limitation", or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantor(s) hereby waive(s) and release(s) any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

Dated this

KatNeen Mangiamele for purposes of waving homestead rights

STATE OF ILLINOIS COUNTY OF COOK

SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT, Michael A. Mangiamele, married to Kathleen Mangiamele, and Kathleen Mangiamele personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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

Commission expires

August 19th

OFFICIAL SEAL TIMOTHY C. JACOBS Notary Public - State of Illinois

ly Commission Expires Aug 19, 2013

Prepared by:

Timothy C. Jacobs Law Offices of Gary H. Smith 205 W. Wacker Drive, Suite 510 Chicago, IL

Mail to:

David M. Spala Attorney at Law 946 S. Oak Park Avenue Oak Park, IL 60304

Name and Address of Taxpayer:

James F. Trusk 200 N. Cathy Lane Mount Prospect, IL 60056

REAL ESTATE TRANSFER		06/20/2013
	соок	\$90.00
	ILLINOIS:	\$180.00
	TOTAL:	\$270.00

03-33-424-013-1031 | 20130601600250 | SJ465N

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## **UNOFFICIAL COPY**

Exhibit "A" - Legal Description

UNIT 2-1 THE COUNTRY HOMES AT MILLERS STATION CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 10, 11 AND 12 IN MILLERS STATION SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1993 AS DOCUMENT 93887618 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 3, 1993 AS DOCUMENT 93989311, AS AMENDED FROM TIME TO TIME, TODO OF COOK COUNTY CLOTH'S OFFICE TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.