



Doc#: 1323541095 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/23/2013 12:08 PM Pg: 1 of 5

WARRANTY DEED
Tenancy by Entirety

P.I.N.

THE GRANTOR(S)

(The space above for Recorder's use only)

Randall E. Cook, and Donna J. Cook, husband and wife, as Joint Tenants, of the Village of Tinley Park, County of Cook, State of IL, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS, and other good and valuable considerations in hand paid, **CONVEYS and WARRANTS** to ~~Eric Van Dyk~~ and Allison Van Dyk, as **HUSBAND AND WIFE**, not as joint tenants or tenants in common but as **TENANTS BY THE ENTIRETY** in the following described Real Estate situated in Cook County, Illinois, commonly known as 6201 James Street, Tinley Park, IL 60477, legally described as:

LOT 1 IN WILLIAM C. GROEBE'S AND COMPANY'S KIMBERLY HEIGHTS ADDITION TO TINLEY PARK SITUATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 11, 1955, AS DOCUMENT NUMBER 1593767 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED AS DOCUMENT NUMBER 1601732, ALL IN COOK COUNTY, ILLINOIS

Permanent Index Number (PIN): 28-20-302-011-0000

Address(es) of Real Estate: 6201 James Street, Tinley Park, IL 60477

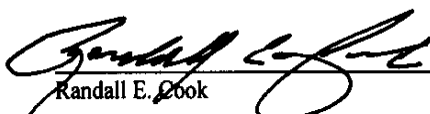
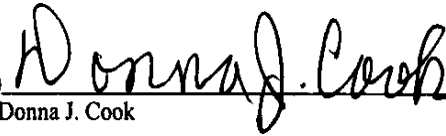
The Grantors hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois. Grantees shall have and hold said premises not as joint tenants or tenants in common but as **TENANTS BY ENTIRETY** forever.

SUBJECT TO: Covenants, conditions and restrictions of record; public and utility easements; and general real estate taxes for 2012 and subsequent years.

S Y
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SC Y
INT A

UNOFFICIAL COPY


Dated this 10th day of July, 2013

 (SEAL)  (SEAL)
 Randall E. Cook Donna J. Cook

STATE OF ILLINOIS)
)ss.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Randall E. Cook and Donna J. Cook, personally known to me to be the same persons whose names subscribed in 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 10 day of July, 2013.


 NOTARY PUBLIC OFFICIAL SEAL
 DEBBIE L. CRETTOLE
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 10-28-2015
 Commission expires _____

This instrument was prepared by: Albert J. Beaudreau Attorney at Law, 11340 W. 159th Street, Orland Park, IL 60467

MAIL TO:
GARY J. MAZIAN
Sokol + Mazian
60 Orland Sq. Suite
Orland Park, IL
60462

SEND SUBSEQUENT TAX BILLS TO:
^{Eric} Jon Van Dyk and Allison ^{Van} Van Dyk
 6201 James Street
 Tinley Park, IL 60477

REAL ESTATE TRANSFER		07/19/2013
	COOK	\$126.00
	ILLINOIS:	\$252.00
	TOTAL:	\$378.00
28-20-302-011-0000 20130701602317 BKB3P6		

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PNTN FILE NUMBER 8035253

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

AFFIDAVIT AND HOLD HARMLESS AGREEMENT

I/WE, Randall E. Cook & Donna J. Cook, sellers of property commonly known as 6201 James Street, Tinley Park, Il. 60477, Illinois, after first having been duly sworn, on oath state as follows:

1. I/WE are the owners of the real property commonly known as 6201 James Street, Tinley Park, Illinois 60477, which is legally described in the rider attached hereto and made a part hereof and referred to as parcel #1, and have resided in said premises since March 29, 1999, are adults under no legal disability and have personal knowledge of the facts sworn to herein.

2. I/WE claim to be the owners of the real property commonly known as 6201 James Street, Tinley Park, Illinois 60477, which is legally described in the rider attached hereto and made a part hereof and referred to as parcel #2, based upon our adverse possession of said parcel #2 under common law principles of adverse possession in Illinois law and the limitations period of §13-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/13-101, and all other applicable principles of Illinois law.

3. The underlying facts in support of our claim of ownership of parcel #2 under principles of adverse possession are as follows:

- a) The subject property was purchased by Randall E. Cook and Donna J. Cook on March 29, 1999. The property was marketed as being 120' x 200' and Randall E. Cook and Donna J. Cook received a survey at closing (attached) identifying the property as 120' x 200' along with a Trustee's Deed transferring ownership to the Cooks' which was recorded on April 13, 1999. The Cooks' received an Owner's Policy of Title Insurance insuring the entire parcel issued by Intercounty Title Insurance Co.
- b) The Cooks' have been paying Cook County Real Estate taxes on the entire 120' x 200' property since 1999.
- c) The Cooks' have landscaped and maintained the entire 120' x 200' parcel since the purchase in 1999 and have maintained occupancy at the property as their full time residence. In addition,

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the Cooks' have also maintained a vegetable garden on portions of the East 16 feet in question of the property throughout most of their ownership.

d) At no time during their ownership of the property has any one made any claim or assertion of ownership contrary to the Cooks' ownership interest in the entire property.

4. As set forth in the paragraph immediately preceding, my/our claims with regard to parcel #2 have been, for the period set forth in §13-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/13-101, hostile or adverse, actual, visible, notorious and exclusive, continuous and under claim of ownership.

5. I/WE make this affidavit as an inducement to Professional National Title Network and its underwriters to issue the title policies requested as to parcel #1 and parcel #2, with the knowledge that it will be relied upon for that purpose and that the issuance of such an endorsement is consideration for the making of this affidavit and hold harmless agreement.

6. I/WE agree to indemnify and hold harmless Professional National Title Network, its underwriters and the title agents of its underwriters from any damages of any kind whatsoever which may be incurred as a consequence of the issuance of the title insurance policy which is contemplated hereby, including, but not limited to, reasonable attorney fees and all costs of litigation of any kind whatsoever, and agree to defend Professional National Title Network, its underwriters and the title agents of its underwriters in any action of any kind and in any forum related to the matters referred to herein.

Seller 

Seller 

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I/WE, Randall E. Cook & Donna J. Cook, having been first duly sworn, on oath state that I/WE have read the foregoing affidavit subscribed by me/us, that I/WE know the contents thereof, and that the same are true.

Seller *Randall E. Cook*

Seller *Donna J. Cook*

Subscribed and sworn to before me this

11 day of July, 2013

Debbie L. Grettol
NOTARY PUBLIC



Property of Cook County Clerk's Office