

# UNOFFICIAL COPY

## QUIT CLAIM DEED IN TRUST

THE GRANTOR, WALTER G. HARTUNG, a widower, of 6709 Pond View Dr., Tinley Park, IL 60477, in the Village of Tinley Park, County of Cook, State of Illinois, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS and QUIT CLAIMS:



Doc#: 1416357038 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/12/2014 09:59 AM Pg: 1 of 4

a 100% undivided interest to Walter G. Hartung, Trustee, (or his successor(s)), of the Trust Agreement Establishing Walter G. Hartung Revocable Trust dated June 9, 1995, of 6709 Pond View Dr., Tinley Park, IL 60487, all interest in the following described real estate situated in the County of Cook in the State of Illinois, commonly known as 6709 Pond View Dr., Tinley Park, IL 60477, legally described as:

See Legal Description attached as Exhibit A.

PIN: 31-06-210-019-0000 f/k/a 31-06-200-034-0000  
Address of Real Estate: 6709 Pond View Dr., Tinley Park, IL 60477

TO HAVE AND TO HOLD the premises with the appurtenances on the trusts and for the uses and purposes set forth in this deed and the trust agreement set forth above.

Full power and authority is granted to the trustee to improve, manage, protect, and subdivide the 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 the premises or any part thereof to a successor or successors in trust and to grant such successor or successors in trust all of the title, estate, powers, and authorities vested in the trustee; to donate, to dedicate, to mortgage, pledge, or otherwise encumber the 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 present 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 99 years, and to renew or extend leases upon any terms and for any period or periods of time to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make 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 the premises or any part thereof; and to 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 it, whether similar to or different from the ways above specified, at any time or times after the date of this deed.

In no case shall any party dealing with the 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 the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by the trustee in relation to the 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 deed and by the declaration of trust

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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 deed and in the declaration of trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that the 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 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.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be subject to the terms of said trust agreement set forth above.

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 the real estate, and such interest is declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, avails, and proceeds thereof.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is 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.

The 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.

The GRANTORS have signed this deed on June 6, 2014.

X [Signature]  
Walter G. Hartung, Grantor

**EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4 OF THE REAL ESTATE TRANSFER TAX ACT.**

DATE: 6/6, 2014 X [Signature]  
Walter G. Hartung

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.

I am a notary public for the County and State above. I certify that WALTER G. HARTUNG, a widower, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the date below and acknowledged that he signed and delivered the 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.

Dated: June 6, 2014

[Signature]  
Notary Public

Name and address of grantee and send future tax bills to:  
Walter G. Hartung  
6709 Pond View Dr.  
Tinley Park, IL 60477



This Deed was prepared by and MAIL to:  
Cynthia A. Manestar, Law Offices of Cynthia A. Manestar, P.C.  
7220 West 194<sup>th</sup> Street, Suite 106  
Tinley Park, Illinois 60487  
(815) 806-8822

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## EXHIBIT "A"

### Parcel 1:

That part of Lot 22 in South Pointe Phase 2, a Subdivision in the Northeast 1/4 of Section 6, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, being particularly described as follows: commencing at the Northeast 1/4 of said Lot 22: Thence South 37 Degrees, 41 Minutes, 41 Seconds West 22.22 feet along the East line of said Lot 22, Thence North 52 Degrees, 18 Minutes, 19 Seconds West, 7.75 feet, Thence South 41 Degrees, 35 Minutes, 54 Seconds West, 39.00 feet; to the point of beginning; Thence South 41 Degrees, 35 Minutes, 54 Seconds West, 41.00 feet; Thence North 48 Degrees, 24 Minutes, 06 Seconds West, 91.00 feet; Thence North 41 Degrees, 35 Minutes, 54 Seconds East, 41.00 feet; Thence South 48 Degrees, 24 Minutes, 06 Seconds East 91.00 feet; to the point of beginning.

### Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1 aforesaid as set forth in the Declaration of Party Wall rights Covenants, Conditions and Restrictions and easements for South Pointe Townhomes recorded April 8, 1996 as Document 96261552, as amended for ingress and egress, in Cook County, Illinois.

SUBJECT TO: Declaration of covenants, conditions and restrictions made by Grantor recorded April 8, 1996 as Document 96261552 as amended by First Amendment thereto recorded as Document 96832967 which is incorporated herein by reference thereto. Grantor grants to the Grantees, their heirs and assigns, as easements appurtenant to the premises hereby conveyed the easements created by said Declaration for the benefit of the owners of the parcels of realty herein described. Grantor reserves to itself its successors and assigns, as easements appurtenant to the remaining parcels described in said declaration, the easements thereby created for the benefit of said remaining parcels described in said declaration and this conveyance is subject to the said easements and the right of the Grantor to grant said easements in the conveyances and mortgages of said remaining parcels or any of them, and the parties hereto, for themselves, their heirs, successors and assigns, covenant to be bound by the covenants and agreements in said document set forth as covenants running with the land.

Property Address: 6709 Pond View Dr., Tinley Park, IL 60477  
PIN: 31-06-210-019-0000 f/k/a 31-06-200-034-0000

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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 June 6, 2014 Signature: Walter G. Hartung

Subscribed and sworn to before me by the said Walter G. Hartung this 6th day of June, 2014.

Notary Public [Signature]



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 June 6, 2014 Signature: Walter G. Hartung  
Grantee or Agent

Subscribed and sworn to before me by the said Walter G. Hartung this 6th day of June, 2014.

Notary Public [Signature]



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.)