UNOFFICIAL COPY

This Document Prepared By:

Chris Nudo, Esq. Bazos Freeman, et al 1250 Larkin Avenue, Suite 100 Elgin, Illinois 60123

and After Recording Return To: Chris Nudo, Esq. Bazos Freeman, et al 1250 Larkin Avenue, Suite 100. Elgin, Illinois 80123

WNW526018 (C)

Doc#: 1502235005 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/22/2015 08:42 AM Pg: 1 of 5

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the GRANTOR(S), Jerald L. Rothchild and Barbara E. Rothchild, husband and wife, the County of Cook, the State of Illinois, for and in consideration of the sum of TEN AND 00/100 Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, convey and warrant unto the GRANTEE Joanna Papeo, not individually but as Trustee of the Joanna Papeo Revocable Living Trust, the following described real estate in the County of Cook, the State of Illinois, to wit:

SEE EXHIBIT 1

Subject to real estate taxes not yet due and payable; and covenants, conditions, and restrictions of record.

Permanent Real Estate Index Number:

02-09-205-137-0000

Address of real estate:

1153 N. Knollwood, Palatine, 12 60067

TO HAVE AND TO HOLD the said premises with the appurtenances upon the flusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate 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 real estate 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 real estate, or any part thereof, to lease said real estate, 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

UNOFFICIAL COPY

exchange said real estate, 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 real estate or any part thereof, and to deal with said real estate 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, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every persor, (including the Registrar of Titles of said county) 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 Agreent or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, 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 successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, power, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither the Grantee individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Indenture or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Indenture.

The interest of each and every beneficiary hereunder and under said Trust Agreemer, 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 any 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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

1502235005D Page: 3 of 5

UNOFFICIAL COPY

And the said Grantors hereby expressly waive and release 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 their hand and seal this 13th

Jerald L. Rothchild

State of Ilinois

SS

County of Kane

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerald L. Poinchild and Barbara E. Rothchild, known to me to be the same persons whose names 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 13th day of January, 2015.

Notary Public

OFFICIAL SEAL
CHRISTOPHER 8 NUDO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:00/13/17

SOME OFFICE

 REAL ESTATE TRANSFER TAX
 13-Jan-2015

 COUNTY:
 62.50

 ILLINOIS:
 125.00

 TOTAL:
 187.50

 02-09-205-137-0000
 20150101656148
 1-505-478-272

1502235005D Page: 4 of 5

UNOFFICIAL COPY

Exhibit 1

Legal Description

PARCEL 1

LOT 35 'A" IN KNOLLWOOD SUBDIVISION IN THE EAST 1/2 OF SECTION 9. TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PARCEL 2

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND UPON THAT PART OF OUTLOT A (SHOWN AS KNOLLWOOD DRIVE AND OTHER DRIVES ON PLAT OF SUBDIVISION) AS CREATED BY PLAT OF SUBDIVISION RECORDED SEPTEMBER 6, 1989 AS DOCUMENT 89417307 AND AS CREATED BY DEED FROM BAXTER MANAGEMENT CREDIT CORPORATION, A CORPORATION OF ILLINOIS TO ERNIE E. MYERSON. DIANE LYNN MARCHINI AND DONALD E. MARCHINI, AS JOINT TENANTS DOCUMENT 93395/14.

PARCEL 3

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND UPON PARTS OF OUTLOT A AS CREATED BY DECLARATION FOR KNOLLWOOD TOWNHOMES RECORDED NOVEMBUR 1, 1991 AS DOCUMENT 91575038 AND AS CREATED BY DEED MADE BY BAXTEI; MANAGEMENT CORPORATION TO ERNIE E. MYERSON, DI ANNE LYNN MARCHINI AND DONALD E. MARCHINI AS JOINT TENANTS RECORDED MAY 25, 1993 AS DOCUMENT 933°6414.

1502235005D Page: 5 of 5

UNOFFICIAL COPY

EXHIBIT 2 PERMITTED EXCEPTIONS

- PROPERTY TAXES AND SPECIAL ASSESSMENTS WHICH ARE NOT YET DUE AND 1. PAYABLE.
- ACTS DONE OR SUFFERED TO BE DONE BY GRANTEE OR ITS AFFILIATES OR ANYONE 2. CLAIMING BY, THROUGH OR UNDER GRANTEE OR ITS AFFILIATES.
- MUNICIPAL AND ZONING ORDINANCES AND AGREEMENTS ENTERED UNDER THEM, 3. TS AND AND REL AGREEMENTS WITH ANY MUNICIPALITY REGARDING THE DEVELOPMENT OF THE PROZERTY AND USE RESTRICTIONS AND COVENANTS, AND STATE AND/OR FEDERAL STATUTES AND REGULATIONS.