



Doc#: 1514015034 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/20/2015 11:07 AM Pg: 1 of 5

WARRANTY DEED IN TRUST

PREPARED BY AND AFTER
RECORDING RETURN
TO:

Brett N. Cagan
Patzik, Frank & Samotny Ltd.
150 S. Wacker Drive, Suite 1500
Chicago, IL 60606

(Reserved for Recorders Use Only)

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, ALVIN HOLTZMAN and JUDITH HOLTZMAN, husband and wife, of the Village of Wilmette, County of Cook, State of Illinois (collectively, the "Grantor"), for and in consideration of the sum of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY and WARRANT an undivided fifty percent (50%) interest unto Grantee Trustee, ALVIN HOLTZMAN, and/or his successors in trust, not individually, but as Trustee under the provisions of the Alvin Holtzman Revocable Trust u/a/d 12/15/14 (the "Alvin Trust Agreement"), as may be amended from time to time, and an undivided fifty percent (50%) interest unto Grantee Trustee, JUDITH HOLTZMAN, and/or her successors in trust, not individually, but as Trustee under the provisions of the Judith Holtzman Revocable Trust u/a/d 12/15/14, as may be amended from time to time (the "Judith Trust Agreement"), whose addresses are 3109 Walden, Wilmette, Illinois 60091, in the real estate commonly known as 3109 Walden, Wilmette, Illinois, situated in the County of Cook, in the State of Illinois (the "Property") and legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Subject to real estate taxes for the year 2015 and subsequent years.

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

In addition to all of the power and authority granted to each Grantee Trustee by the terms of their respective trust agreement, full power and authority is hereby granted to each respective 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; 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 99 years; renew or extend leases upon any terms and for any period or periods of time and to amend, change, or

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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.

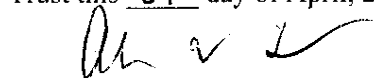
In no case shall any party dealing with either Grantee Trustee in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by either Grantee Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Alvin Trust Agreement or Judith Trust Agreement, as applicable, 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 Alvin Trust Agreement or Judith Trust Agreement. Every deed, trust deed, mortgage, lease or other assignment, instrument or document executed by either 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 trusts created by this Indenture and by the Alvin Trust Agreement and Judith Trust Agreement were 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 Alvin Trust Agreement and Judith Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that each 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.

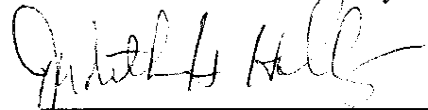
And said GRANTORS hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Grantors have set their hand and seal unto this Warranty Deed in Trust this 29th day of April, 2015.

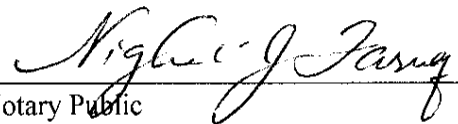

ALVIN HOLTZMAN, Grantor

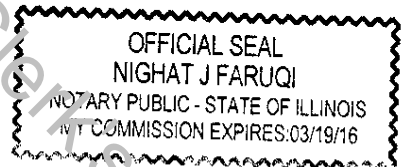

JUDITH HOLTZMAN, Grantor

STATE OF Illinois)
) ss
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that ALVIN HOLTZMAN and JUDITH HOLTZMAN, husband and wife, personally known to me to be the same persons whose names are subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that they signed 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 29 day of April, 2015.


Notary Public



Village of Wilmette EXEMPT
Real Estate Transfer Tax
Exempt - 11067 **MAY 19 2015**
 Issue Date

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2 in Walden Park Subdivision being a Subdivision in the South East Quarter of Section 30, Township 42 North, Range 13 East of the Third Principal Meridian.

Permanent Real Estate Index Number: 05-30-406-111 & 05-30-406-112

Address Commonly Known As: 3109 Walden, Wilmette, Illinois 60091

Tax-exempt under provisions of Section 31-45, paragraph (e) of the Illinois Recordation and Transfer Tax Act.


Buyer, Seller or Agent

Dated this 29th day of April, 2015.

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STATEMENT BY GRANTOR AND GRANTEE

The grantor affirms that, to the best of his knowledge, the names 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: April 29, 2015

Signature: *Kelly Greco*

Subscribed and sworn to before me
by Kelly Greco,
this 29th day of April,
2015.

Ronna Lee Zack
Notary Public



The grantee 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.

Date: April 29, 2015

Signature: *Kelly Greco*

Subscribed and sworn to before me
by Kelly Greco,
this 29th day of April,
2015.

Ronna Lee Zack
Notary Public

