

UNOFFICIAL COPY

This instrument prepared by, and after recording, please return to:

Harrison & Held, LLP
333 West Wacker Drive, Suite 1700
Chicago, Illinois 60606
Attention: Teresa Nuccio, Esq.

Send Subsequent Tax Bills to:
William R. Howard and
Eleanor C. Howard
710 Creekside Drive, Unit 205A
Mount Prospect, Illinois 60056

Commonly known as:
710 Creekside Drive Unit 205A
Mount Prospect, Illinois 60056

Property Index Numbers:
03-27-100-092-1015

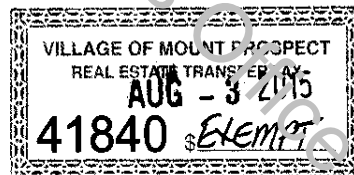


Doc#: 1521919112 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/07/2015 10:43 AM Pg: 1 of 5

DEED IN TRUST

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, WILLIAM R. HOWARD and ELEANOR C. HOWARD, husband and wife, of 710 Creekside Drive, Unit 205A, Mount Prospect, Cook County, Illinois, for and in consideration of the sum of Ten Dollars and No/100ths (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, convey and warrant unto WILLIAM R. HOWARD and ELEANOR C. HOWARD, not individually but as Trustees of the WILLIAM R. HOWARD and ELEANOR C. HOWARD LIVING TRUST dated July 24, 2015 (hereinafter referred to as the "Trust Agreement"), of which WILLIAM R. HOWARD and ELEANOR C. HOWARD are the primary beneficiaries, said interest to be held as TENANCY BY THE ENTIRETY; and unto all and every successor or successors in trust under the trust agreement, all interest in the real estate situated in the County of Cook in the State of Illinois (the "Property") legally described as follows:

SEE EXHIBIT A FOR LEGAL DESCRIPTION



Permanent Index No: 03-27-100-092-1015

Common Address: 710 Creekside Drive, Unit 205A, Mount Prospect, Illinois 60056

EXEMPT UNDER PROVISIONS OF PARAGRAPH E,
SECTION 31-45 REAL ESTATE TRANSFER TAX LAW

DATE: July 24, 2015

Signature of Buyer, Seller or Representative

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TO HAVE AND HOLD said premises with the appurtenances, upon the trusts and for the uses and purposes set forth herein and in the Trust Agreement. In addition to all of the powers and authority granted to the Trustee by the terms of the Trust Agreement, full power and authority is hereby granted to the 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 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 198 years; 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; 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 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 the 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 the 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 Trust Agreement 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. Every deed, trust deed, mortgage, lease or other assignment, instrument or document executed by the 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 trust created by this Indenture and by the 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 the 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 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 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.

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IN WITNESS WHEREOF, the GRANTORS, have hereunto set their hand and seal this 24th day of July, 2015.

William R. Howard
WILLIAM R. HOWARD

Eleanor C. Howard
ELEANOR C. HOWARD

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 WILLIAM R. HOWARD and ELEANOR C. HOWARD, personally known to me to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of July, 2015.



Teresa Nuccio
TERESA NUCCIO, Notary Public
My Commission Expires: 09-30-2016

This instrument was prepared by Teresa Nuccio, Esq., Harrison & Held, LLP, Suite 1700, Chicago, Illinois 60606, without the benefit of a title examination. The property description was furnished by the parties herein, and the attorney preparing this deed does not certify the accuracy of it.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

LEGAL DESCRIPTION

Unit 205A and the exclusive right to the use of Parking Space P20A and Storage Space S20A Limited Common Elements in Creekside at Old Orchard Condominiums as delineated on a survey of the following described parcel of Real Estate:

Parcel 1:

Part of Lots 1 and 2 in Old Orchard Country Club Subdivision, being a Subdivision of part of the Northwest 1/4 of Section 27 and part of the East 1/2 of the Northeast 1/4 of Section 28 both in Township 42 North Range 11 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium recorded April 8, 1996 as Document Number 96261584, together with its undivided percentage interest in the Common Elements in Cook County, Illinois.

Parcel 2:

Easement for Ingress and Egress in favor of Parcel 1 created by the aforesaid Declaration recorded as Document Number 96261584.

Grantor also hereby grants to Grantee, their heirs and assigns, as rights and Easements, Appurtenant to the above described Real Estate, the rights and Easements for the benefit of the property set forth in the aforementioned Declaration, and Grantor reserves to itself, its Successors and Assigns the right and Easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject only to the following: General taxes not yet due and payable; public utility easements; easements, covenants, restrictions and building lines of record, and as set forth in the Declaration of Condominium; applicable zoning and building laws or ordinances; all rights, easements, restrictions, conditions and reservations contained in the aforesaid Declarations and reservation by Seller to itself and its successors and assigns of the rights and easements set forth in said Declaration; provisions of Condominium Property Act of Illinois.

Permanent Index No: 03-27-100-092-1015

Common Address: 710 Creekside Drive, Unit 205A, Mount Prospect, Illinois 60056

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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 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 July 29, 2015 Signature [Signature]
Grantor or Agent

Subscribed and sworn to before me by the said agent this 29 day of July, 2015.



Notary Public [Signature]

The Grantee 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 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 Illinois.

Dated July 29, 2015 Signature [Signature]
Grantee or Agent

Subscribed and sworn to before me by the said agent this 29 day of July, 2015.



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.)-