

# UNOFFICIAL COPY

**PREPARED BY:**

Catherine M. Wifler  
Wifler Law Group, PC  
103 W. Gilmer Road  
Wheeling, IL 60090

Doc#: 1829857155 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/25/2018 12:51 PM Pg: 1 of 4

Dec ID 20181001612168  
ST/CO Stamp 1-758-393-504 ST Tax \$375.00 CO Tax \$187.50

**MAIL TAX BILL TO:**

James C. Bradley, as Trustee  
40 Prairie Park Dr., #710  
Wheeling, IL 60090

**MAIL RECORDED DEED TO:**

*1829857155*  
*1829857155*  
Joseph J. McFall  
McFall Law Group, P.C.  
180 W. Washington, 310  
Chicago, IL 60604

## WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor(s), **Clifford J. Toberman and Anna Toberman, husband and wife**, of the Village of Arlington Heights, for and in consideration of Ten Dollars (\$10.00), and other good and valuable considerations in hand paid, conveys and warrants unto **James C. Bradley, as Trustee of the James C. Bradley Trust dated April 3, 2008**, of 103 Rivershire Ln., Lincolnshire, IL 60069,, all right, title, and interest in the following described real estate situated in the County of COOK, State of Illinois, to wit:

**PARCEL 1: UNIT NUMBER(S) 2-710 AND P-2-31 IN PRAIRIE PARK AT WHEELING CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:**

**THAT PART OF LOT 1 IN PRAIRIE PARK AT WHEELING SUBDIVISION OF PARTS OF THE NORTH 1/2 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 03, 2005 AS DOCUMENT NUMBER 0506203148; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.**

**PARCEL 2: THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-2-31, A LIMITED COMMON ELEMENT, AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 0506203148.**

Permanent Index Number(s): **03-02-100-082-1206 and 03-02-100-082-1239**

Property Address: **40 Prairie Park Dr., #710, Wheeling, IL 60090**

together with the tenements and appurtenances thereunto belonging.

Subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs, or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

  
**Real Estate Transfer Approved**  
Initials AMM Date 10/24/18  
VALID FOR A PERIOD OF THIRTY (30)  
DAYS FROM THE DATE OF ISSUANCE

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**To Have and To Hold** the said premises with the appurtenances upon the trusts 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 premises or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 said premises 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, to pledge or otherwise to encumber said 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 *praesenti* or *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 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 said premises or any part thereof, and to deal with said 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 said 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 said Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed, or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said 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 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 agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said 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 only in the earnings, avails, and proceeds arising from the sale or 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 the earnings, avails, and proceeds thereof as aforesaid.

And the said Grantor(s) hereby expressly waive(s) and release(s) 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.

NOT HOMESTEAD PROPERTY AS TO GRANTORS.

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Dated this 17 day of OCTOBER, 2018

Clifford J. Toberman  
Clifford J. Toberman

Anna Toberman  
Anna Toberman

STATE OF ILLINOIS)  
) SS.  
COUNTY OF LAKU)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Clifford J. Toberman and Anna Toberman, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/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 notarial seal, this 17 day of October, 2018.

[Signature]  
Notary Public

My commission expires: 7/21/20



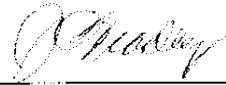
REAL ESTATE TRANSFER TAX		25-Oct-2018
COUNTY:		187.50
ILLINOIS:		375.00
<b>TOTAL:</b>		<b>562.50</b>

03-02-100-082-1206 | 2018100112158 | 1-758-393-504

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## TRUSTEE ACCEPTANCE

The Grantee, James C. Bradley, as Trustee of the James C. Bradley Trust dated April 3, 2008, hereby acknowledges and accepts this conveyance into the said trust.



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As Trustee as Aforesaid

Property of Cook County Clerk's Office