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Karen A. Yarbrough  
Cook County Clerk  
Date: 05/17/2023 02:55 PM Pg: 1 of 3

## **Illinois Real Property Transfer on Death Instrument** (755 ILCS 27/1, et seq)

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### **Prepared By:**

Bart A. Smith  
Smith & Smith  
PO Box 59  
River Grove, IL 60171-0059

### **Return To:**

Bart A. Smith  
Smith & Smith  
PO Box 59  
River Grove, IL 60171-0059

### **Mail Tax Bill To:**

Gail E. Bird  
5723 West Leland Avenue  
Chicago, IL 60630

This real property transfer of death instrument applies to the transfer of the real estate described below and shall be effective upon the death of the owner(s) of said real estate (755 ILCS 27/10).

Pursuant to 755 ILCS 27/20, GAIL E. BIRD, of 5723 West Leland Avenue, Chicago, IL 60630, the Owner, being of competent mind and capacity, and waiving and releasing all rights under the homestead exemption laws of the State of Illinois, hereby conveys and transfers by this transfer on death instrument, effective on the death of the Owner, to KATE ELIZABETH BIRD, of 5723 West Leland Avenue, Chicago, IL 60630, and PETER MICHAEL BIRD, of 4901 North Leavitt Street, Chicago, IL 60625, not as Joint Tenants but as TENANTS IN COMMON, the real estate described as follows:

LOT 8 IN BLOCK 1 IN SUMME AND STONE'S LELAND AVENUE SUBDIVISION OF THE SOUTHWEST  
¼ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5723 West Leland Avenue, Chicago, IL 60630

PIN: 13-17-211-012-0000

Pursuant to 755 ILCS 27/25, this transfer on death instrument is revocable even if this instrument or another instrument contains a contrary provision.

SUBJECT TO: General Taxes for year 2022 and subsequent years; conditions, restrictions, and covenants of record.

During an owner's life, a transfer on death instrument does not: (1) affect the right or interest of the owner, any other owner, or an agent for the owner to sell, transfer, or encumber the real property; (2) affect an interest or right of a transferee, lienholder, mortgagee, or option holder even if the transferee, lienholder, mortgagee, or option holder has actual or constructive notice of the instrument; (3) affect an interest or right of a secured or

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unsecured creditor or future creditor of the owner, even if the creditor has actual or constructive notice of the instrument; (4) affect the owner's or designated beneficiary's eligibility for any form of public assistance; (5) create a legal or equitable interest in favor of the designated beneficiary; or (6) subject the real property to claims or process of a creditor of the designated beneficiary. See 755 ILCS 27/60(a).

If after recording a transfer on death instrument, the owner makes a contract for the sale or transfer of the real property or some part thereof that is the subject of the transfer on death instrument and the whole or any part of the contract remains executory at the owner's death, the disposition of the real property by the contract does not revoke the transfer on death instrument but the real property passes to the designated beneficiary or beneficiaries subject to the contract. See 755 ILCS 27/60(b).


Except as otherwise provided in this transfer on death instrument, in the Illinois Real Property Transfer on Death Instrument Act, in the Probate Act of 1975, or in any other Act applicable to non-testamentary instruments, on the death of the owner, the following rules apply to the real property that is the subject of this transfer on death instrument and owned by the owner at death: (1) subject to the beneficiary's right to disclaim the transfer, the interest in the real property is transferred to the beneficiary in accordance with the instrument; (2) if the owner has identified two or more designated beneficiaries to receive concurrent interests in the real property, the interests are taken in equal and undivided shares with no right of survivorship; (3) except as provided in paragraph (5) below, if the owner has identified a single designated beneficiary and the designated beneficiary fails to survive the owner or is not in existence on the date of the owner's death, then the real property shall pass to the owner's estate; (4) except as provided in paragraph (5) below, if the owner has identified two or more designated beneficiaries to receive concurrent interests, and one or more, but less than all, designated beneficiaries predecease the owner, then the interests of those that lapse or fail for any reason are transferred to the other remaining designated beneficiary or beneficiaries in proportion to the interest of each in the remaining part of the real property held concurrently; and (5) if the designated beneficiary who dies before the owner is a descendant of the owner, the descendants of the deceased designated beneficiary living at the time of the owner's death shall take the deceased designated beneficiary's share of the real property per stirpes.

Subject to the Probate Act of 1975 and the Conveyances Act, a beneficiary takes the real property subject to all conveyances, encumbrances, assignments, contracts, options, mortgages, liens, and other interests to which the real property is subject at the owner's death.

This transfer on death instrument transfers the real property without covenant or warranty of title even if the instrument contains a contrary provision.

If there is no sufficient evidence of the order of the deaths of the owner and designated beneficiary or beneficiaries, otherwise than simultaneously, and there is no other provision in this transfer on death instrument, a designated beneficiary shall be deemed to have predeceased the owner.

IN WITNESS WHEREOF, the owner (s) have hereunto set his/her/their hand and seal, this 17<sup>th</sup> day of May, 2023.

  
 \_\_\_\_\_ [seal]  
 Gail E. Bird

The owner(s), GAIL E. BIRD, freely and voluntarily signed this transfer on death instrument in our presence on the date it bears. Immediately thereafter, at the owner's request(s) and in the presence of the owner(s) and in

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the presence of each other, we signed our names as witnesses. We certify that we believed the owner(s) to be of sound mind and memory, and under no constraint or undue influence of any kind, at the time of signing.

Witnesses

Addresses

Harry J. Smith Jr.

residing at 2531 Forest View Ave.

River Grove, IL 60171

Kasey J. Walsh

residing at 2423 W. Rhodes Ave.

River Groves, IL 60171

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

We, the owner(s) and witnesses, respectively, whose names are signed to the attached instrument, being first duly sworn, declare to the undersigned authority that the owner(s), in the presence of witnesses, declared as the transfer of death instrument of the owner(s) of which this affidavit is a part; that the owner(s) then freely and voluntarily signed such instrument for the purposes therein expressed; that each of the witnesses believed the owner(s) to be of legal age and sound mind and memory and under no constraint or undue influence of any kind; and that each of the witnesses then attested the transfer on death instrument at the request of the owner(s) and in the presence of the owner(s) and of each other.

Harry J. Smith Jr.  
Witness

Jain E. Bird  
Owner

Kasey J. Walsh  
Witness

SUBSCRIBED AND SWORN TO before  
me this 17<sup>th</sup> day of May, 2023.

Bart A. Smith  
Notary Public

