# **UNOFFICIAL COPY**



**DEED IN TRUST — WARRANTY** 

Application of the registration

Doc# 2333346050 Fee \$93.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/29/2023 11:38 AM PG: 1 OF 5

This indenture, witnesseth, that the Grantor, KENNETH L. KOROLL, a single person, of the County of Kendall and State of Illinois, for and in consideration of the sum of \$10.00 in hand paid and of other good and valuable considerations, receipt of which is hereby acknowledges, conveys. duly WARRANTS unto KENNETH KOROLL, ro individually but as Trustee of the KENNETH L. KOROLL DATED JANUARY 13, 2016, whose address is 789 Oxbow Avenue, Unic 206, Oswego, Illinois 60543, under the provisions of that Trust Agreement the following described real estate situated in Cook County, Illinois, to wit.

F	REAL ESTATE	TRANSFER	AX 21-Nov-2023	
_			COUNTY:	0.00
		18 E	ILLINOIS;	0.00
			TOTAL:	0.00
_	02 20 444 006 0000		120224004252470 14	054040

### PARCEL 1:

LOT 1-2, IN ARLINGTON CROSSINGS, BEING A RESUBDIVISION OF ARLINGTON MARKET BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, CWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 2007, AS DOCUMENT NO. 0705915065 AND CORRECTED BY DOCUMENT NO. 0721144016, AS RECORDED JULY 30, 2007, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 2010, AS DOCUMENT NO. 1018229011, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1. FOR ACCESS, INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND THROUGH THE COMMUNITY AREA AS DEFINED IN THAT CERTAIN COMMUNITY DECLARATION FOR ARLINGTON CROSSINGS AND ARLINGTON MARKET RECORDED DECEMBER 17, 2010, AS DOCUMENT NO. 1035144040.

#### PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS, INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND THROUGH THE COMMON AREA AS DEFINED IN THAT CERTAIN DECLARATION FOR ARLINGTON CROSSINGS TOWNHOMES AND PROVISIONS RELATING TO EASEMENTS AFFECTING PORTIONS OF DEVELOPMENT AREA OTHER THAN THE PREMISES RECORDED DECEMBER 17, 2010, AS DOCUMENT NO. 1035144041.

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Property Address: 56 NORTH DRYDEN AVENUE, ARLINGTON HEIGHTS, ILLINOIS

together with the tenements and appurtenances thereunto belonging and waiving all homestead rights.

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

THE TERMS AND CONDITIONS APPEARING BELOW ARE MADE A PART HEREOF.

And the sold grantor 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 exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF the grantor aforesaid have hereunto set hand and seal this 26 day of

September , 20 23.

KENNETH L. KOROLL

State of Illinois

County of Kenda ) ss

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that KENNETH L. KOROLL, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this do in person and acknowledged that she signed, sealed, and delivered said instrument as a 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 seal this 26 day of September, 2023.

ERIKA BALBONTIN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 31, 2024

NOTARY PURI IC

### TERMS AND CONDITIONS

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, to vacate any subdivision or part thereof, and to re-subdivide 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

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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 present or in future, and on 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 on 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 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 this trust 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 person (including the Recorder of Deeds of the aforesaid county) relying on or claiming under any such conveyence, 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 all amendments thereof, if any, and binding on 21 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 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.

This conveyance is made upon the express understanding and condition that KENNETH L. KOROLL, individually or as Trustee, nor her 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 Deed or said Trust Agreement or any amendments 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,

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obligation, or indebtedness except only as 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 Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement 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 afo resaid, the intention hereof being to vest in the KENNETH L. KOROLL TRUST DATED JANUARY 13, 2016, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

### AFFIX TRANSPER STAMPS ABOVE

This transaction is exempt from the provisions of the Real Estate Transfer Tax Act under paragraph e, Section 4 of said Act.

BUYER, SELLER OR REPRESENTATIVE

ATED: 09/26/2023

THIS INSTRUMENT PREPARED BY

ZACHARY H. LAWRENCE LAWRENCE LAW FIRM, PC 3590 HOBSON ROAD, SUITE 303, WOODRIDGE, ILLINOIS 60517

VOICE: (630)968-0755

E-MAIL: ZHLAW@COMCAST.NET

**RETURN TO:** 

SEND TAX BILLS TO:

KENNETH L. KOROLL 789 OXBOW AVENUE, UNIT 206 OSWEGO, ILLINOIS 60543 KENNETH L. KOROLL 789 OXBOW AVENUE, UNIT 206 OSWEGO, ILLINOIS 60543

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#### GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE

AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, par. 3-5020)

#### **GRANTOR SECTION**

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown

on the deed or assignment of beneficial interest (ABI) in a land trus	t is either a natural person, an Illinois				
corporation or foreign corporation authorized to do business or acq	uire and hold title to real estate in Illinois, a				
partnership authorized to do business or acquire and hold title to re	al estate in Illinois, or another 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 Minois					
	SIGNATURE:				
<b>'</b> O <sub>4</sub>	GRANTOR GRAGENT				
GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.					
Subscribed and sworn to before me, Name of Notary Public:	Erika Balbontin				
By the said (Name of Grantor): KENNETH L KOROLL	AFFIX NOTARY STAMP BELOW				
On this date of: 10 17 , 20 23.  NOTARY SIGNATURE: At Ball.	ERIKA BALBONTIN Official Seal Notary Public - State of Illinois My Commission Expires Dec 31, 2024				
GRANTEE SECTION					
The <b>GRANTEE</b> or her/his agent affirms and verifies that the name of the <b>GRANTEE</b> shown on the deed or assignment					
of beneficial interest (ABI) in a land trust is either a natural person, a	actifices corporation or foreign corporation				
authorized to do business or acquire and hold title to real estate in II	llinois, 7 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 Illin	nois.				

10 17

DATED:

SIGNATURE:

GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRAIT E signature.

, 20 2 3

Erika Subscribed and sworn to before me, Name of Notary Public:

By the said (Name of Grantee): KENNETH (

On this date of:

NOTARY SIGNATURE:

AFFIX NOTARY STAMP FEI OW

**ERIKA BALBONTIN** Official Seal Notary Public - State of Illinois My Commission Expires Dec 31, 202

### CRIMINAL LIABILITY NOTICE

Pursuant to Section 55 ILCS 5/3-5020(b)(2), 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 provisions of the Illinois Real Estate Transfer Act: (35 ILCS 200/Art. 31)

rev. on 10.17.2016