

# UNOFFICIAL COPY

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1999-03-22 12:13:32  
Cook County Recorder 27.50

## QUIT CLAIM DEED IN TRUST



THE GRANTOR, Helen V. Stempien, a widow and not since married, of Palatine, County of Cook, State of Illinois, for and in consideration of Ten (\$10.00) Dollars in hand paid, conveys and quit claims to Helen V. Stempien, Trustee of the Helen V. Stempien Trust dated November 12, 1985, all her right, title, and interest in and to the following described real estate situated in the Cook County, Illinois, to-wit:

### See attached legal description

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Address of Property: Unit 429, 263 Club House Drive, Palatine, Illinois  
Permanent Index Number: 02-24-105-020-1115

DATED this 17<sup>th</sup> day of March 1999

Helen V. Stempien  
Helen V. Stempien

STATE OF ILLINOIS )  
) SS.  
COUNTY OF C O O K )

Exempt under Ill. Rev. Stat.  
Ch. 120, Par. 1004(e).

3/17/99 DM Conover  
Buyer, Seller or Representative

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Helen V. Stempien, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 17<sup>th</sup> day of March 1999, in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

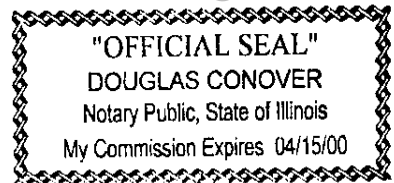
DM Conover

This instrument was prepared by  
and after recording mail to:

Mail subsequent tax bills to:

Douglas Conover, Rieck and Crotty, P.C.  
55 West Monroe Street, Suite 3390  
Chicago, Illinois 60603

Helen V. Stempien  
263 Club House Drive, Unit 429  
Palatine, Illinois 60067



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TO HAVE AND TO HOLD the premises with all of its appurtenances on the trusts and for the uses and purposes set forth in this deed and in such trust agreement.

Full power and authority are granted to the trustee to improve, manage, protect, and subdivide the premises or any part thereof; to dedicate parks, streets, highways, or alleys; to vacate any subdivision or part thereof, and to resubdivide 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 the premises or any part thereof to a successor or successors in trust and to grant such successor or successors in trust all of the title, estate, powers, and authorities vested in the trustee; to donate, to dedicate, to mortgage, pledge, or otherwise encumber the 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 present or in 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, and to renew or extend leases upon any terms and for any period or periods of time to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make 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 the premises or any part thereof; and to 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 it whether similar to or different from the ways above specified, at any time or times after the date of this deed.

In no case shall any party dealing with the 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 the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the premises, or be obliged to see that the terms of the trust 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; and every deed, trust deed, mortgage, lease, or other instrument executed by the trustee in relation to the 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 deed 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 deed 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 instrument; and (d) if the conveyance is made to 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 the real estate, and such interest is declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, avails, and proceeds thereof.

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## EXHIBIT A

Parcel 1 - Unit Number 429 in Willow Creek Number 6 Condominium as delineated on a survey of the following-described real estate:

That part of Lots 6 and 7 of Willow Creek Apartment Addition, being a resubdivision of part of Willow Creek, a subdivision of part of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian,

which survey is attached as Exhibit C to the Declaration of Condominium filed as Document LR-3139599, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Parcel 2 - Easements appurtenant to and for the benefit of Parcel 1 as set forth in the plat of Willow Creek Apartment Addition filed December 28, 1970, as Document Number LR-2536651 and as created by deed from Centex Homes Midwest, Inc., a corporation of Nevada, to B. Dean Yount and Anita M. Yount, his wife, dated January 15, 1980, and filed June 12, 1980, as Document Number LR-3164911, for ingress and egress in Cook County, Illinois.

Parcel 3 - Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Reciprocal Easements filed July 3, 1975, as Document Number LR-2702046 and as created by deed from Centex Homes Midwest, Inc., a corporation of Nevada, to B. Dean Yount and Anita M. Yount, his wife, dated January 15, 1980, and filed June 12, 1980, as Document Number LR-3164911, for ingress and egress in Cook County, Illinois.

Permanent Tax Index Number 02-24-105-020-1115

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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 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.

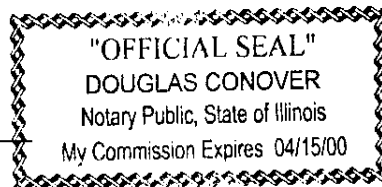
Dated March 19, 1999

Signature: Heleen Stempien  
Grantor or Agent

Subscribed and sworn to before me by the said HELEN STEMPIEN this 19<sup>th</sup> day of March 1999.

Notary Public \_\_\_\_\_

Don Conover



The grantee or his agent 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.

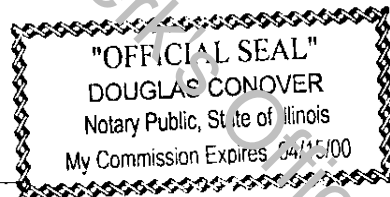
Dated March 19, 1999

Signature: Heleen Stempien  
Grantee or Agent

Subscribed and sworn to before me by the said HELEN STEMPIEN this 19<sup>th</sup> day of March 1999.

Notary Public \_\_\_\_\_

Don Conover



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.)

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