UNOFFICIAL CO

00

This Indenture Witnesseth,

Orcook 24 810 453

In and red t of the County of for and in consideration of Ten and no/100ths (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and Warrant Quitclaims of the ROSELLE STATE BANK AND TRUST COMPANY, 106 East Irving Park Road, Roselle, Illinois, a corporation organized and existing under the laws of the State of Illinois, as Trustee under the provisions of a trust agreement dated the 9th day of June, 19 73, known as Trust Number 1540 the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit No. 1-8-29-L-D-2 together with a perpetual and exclusive easement in and 🔄 garage Unit No. 1-8-29-L-D-2 as delineated on a Plat of Survey of a parcel of land being a part of the East Half of the Southeast Quarter of Section 22, and part of the West half of the Southwest Quarter of Section 23, Township 41 North Range 10 East of the Third Principal Meridian, in Cook County, Illinois, (hereinafter referred to as "Development Parcel") which Survey is attached as Exhibit A to Declaration of Condominium made by Central National Bank in Chicago, as Trustee Under Trust Agreement dated June 1, 1977 and known as Trust Number 22502, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, March 30, 1978, as Document No. 24383272, together with a percentage of common elements appurtenant to said Units as set forth in said Declaration as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same filed of record pursuant to said Declaration, and together with additional common elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations which percentages shall automatically be deemed to be conveyed effective on the recording of such Amended Declarations as though conveyed hereby. Trustee also hereby grants to Grantee and Grantee's Successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration as amended and Trustee reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

Mortgagors also hereby grant to Mortgagee, its successors and assigns as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenatns, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein. 24810453

UNOFFICIAL COPY

24 810 453

JAN LL US Z 16 FIL

ANCO AND ANCON DESCRIPTIONS

-24010453

Common Address: 472 Sambert Drive, Schaumburg 60193

TO HAVE AND TO HOLD the said premises with the appurter and as 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 and vested in said (rust) et eto improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highwards, alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contratitusell, 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 and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or oth revise snumber 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 in futuro, and upon any terms and for any period or periods of time and to amend, change or modify leases, 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 easer cent appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all ottler ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, which are similar to or diffe

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 and said trust agreement 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 by 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 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.

24 810 453

UNOFFICIAL COPY

n en na como especialmente de la compresión de la compresión de la compresión de la compresión de la compresión

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the trust agreement or a copy thereof or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust meaning of the trust. And the said grantor____hereby expressly waive_s__ and release all rights under and by virtue of the homestead exemption laws of the State of Illinois. in Witness Whereof, the grantor_ hereunto set _ n 78 _ day of HARRIET TEDRAHN COUNTY OF DUPAGE STATE OF ILLINOIS I, the undersigned, a Notary Public in and for said County, in the State aforesaid dr he sby certify that HARRIET TEDRAHN, a Spinster personally known to me to be the same person. subscribe t to the foregoing instrument, appeared before me this day in person and signed, sealed and delivered the sald free and voluntary act, for the uses and purposes 'an, begbelwondos Instrument as her Juny Clerkin Notary Public This document prepared by: Russell C. Shockey 106 E. Irving Park Road Roselle, Illinois 60172 Mail Tax Bills to: RSB, Trust #1540 Box 200 Roselle, Illinois 60172 MAIL TO ROSELLE STATE BANK AND TRUST COMPANY Box 200 Roselle, Illinois 60172

DE RECORDED DOCUME