

UNOFFICIAL COPY

10-3-84

27280685

This Indenture Witnesseth, That the Grantor

KRSS Development Corp. 1260 Bamberg Court, Hanover Park

of the County of DuPage and the State of Illinois for and in consideration of
Ten and 00/100 ----- Dollars,

and other good and valuable consideration in hand paid, Convey ----- and Warrant ----- unto BANK OF
ELK GROVE, an Illinois State Bank, 100 East Higgins Road, Elk Grove Village, Illinois, its successor or successors as
Trustee under the provisions of a trust agreement dated the 30th day of August 1984 known as
Trust Number 2327, the following described real estate in the County of Cook
and State of Illinois, to-wit:

See attached legal description

0 3 4 2 3 6
Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP OCT-3
P.A. 11431
34.75

1 0 3 0 5 4
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
34.75

Permanent Real Estate Index No. -----

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 dedicate 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 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, pledge or otherwise 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 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 term 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 do 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 the 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 of 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 it, 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.

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 cases made and provided.

And the said 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set ----- hand and seal ----- this

19th day of September, 19 84

KRSS DEVELOPMENT CORP.

(SEAL)

By: [Signature] (SEAL)
President

This instrument was prepared by:

Alice Johnson
1260 Bamberg Ct.
Hanover Park, IL 60103

Mail to
MAIL TO
1325 S. Arlington Heights Rd.
Elk Grove Village, IL 60001

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook

SS. I, Alice D. Johnson

Notary Public in and for said County, in the State aforesaid, do hereby certify that
Kenneth Struck

personally known to me to be the same person _____ whose name _____
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed, sealed and delivered the said instrument as
his 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 _____ seal this
19th day of September A.D. 19 84
Alice D. Johnson
Notary Public.

5590822

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY

691 Cumberland Road
Peoria, IL 61612

Bank of Elk Grove

TRUSTEE
100 East Higgins Road
ELK GROVE VILLAGE, ILLINOIS 60007

and subsequent to be sold to:
Joseph Struck
691 Cumberland Road
Peoria, IL 61612

UNOFFICIAL COPY

LEGAL DESCRIPTION FORFEED

PARCEL 1: UNIT NO. 20-A-2, as delineated on the survey of the following described real estate (hereinafter referred to as "Parcel"):

That part of Lot 3 in Cross Creek, being a subdivision of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 41 North, Range 10, East of the 3rd P.M., according to the plat thereof recorded February 7, 1979 as document 24835738 bounded by a line described as follows: Beginning at a point 602.89 ft. North as measured along the East line thereof, and 29.86 ft. West, as measured at right angles to said East line, of the Southeast corner of said lot 3; thence South 64 degrees 30 minutes 00 seconds West, 70.33 ft.; thence North 25 degrees 30 minutes 00 seconds West, 152.42 ft.; thence North 64 degrees 30 minutes 00 seconds East, 70.33 ft.; thence South 25 degrees 30 minutes 00 seconds East, 152.42 ft. to the place of beginning. Cook County Illinois.

which survey is attached as Exhibit "B" to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Cross Creek Condominium Building No. made by First Bank of Oak Park as Trustee under Trust Agreement dated October 27, 1980 and known as Trust No. 12058, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 2713629, together with an undivided 13.62 % interest in said Parcel (excepting from said Parcel all the units thereof as defined and set forth in said Declaration of Condominium Ownership and survey).

Grantor also hereby grants to Grantee, their 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 of Condominium Ownership and hereby reserves to itself, its successors and assigns, the rights and easements set forth therein for the benefit of the remaining property described therein.

PARCEL 2: Grantor also hereby grants to Grantee, their 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 Declaration of Covenants, Conditions, Restrictions and Easements for the Cross Creek Homeowners' Association dated the 1st day of September, 1979, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. 25155624, which is incorporated herein by reference thereto. Grantor reserves to itself, its successors and assigns, as easements appurtenant to the remaining property described in said Declaration, the easements thereby created for the benefit of said remaining property and this conveyance is subject to the said easements and the rights of the Grantor to grant said easements in the conveyance and mortgages of said remaining property or any of them.

3 OCT 84 12:03

OCT--3-84 942955 • 27280685 • A — Rec

11.20
27280685

11.00

MAIL

END OF RECORDED DOCUMENT