

27324247

This Indenture Witnesseth, That the Grantor

LYNN D. SNOW

of the County of Kane and the State of Illinois for and in consideration of Ten (\$10.00) Dollars,

and other good and valuable consideration in hand paid, Convey S. and Warrant S. unto AVENUE BANK & TRUST COMPANY OF OAK PARK, a state banking corporation of 104 North Oak Park Avenue, Oak Park, Illinois, its successor or successors, as Trustee under the provisions of a trust agreement dated the 14th day of September 1984 known as Trust Number 4102, the following described

real estate in the County of Kane and State of Illinois, to-wit:

Lot 1 of Unit No. 2 of King's Mill Subdivision, Town of Campton, Kane County, Illinois, subject to the following:

1. Trust Deed dated June 6, 1977 and recorded on June 10, 1977 as document 1409705 made by Lynn D. Snow to Avenue Bank and Trust Company of Oak Park, as Trustee for \$50,000.00.
2. Easement reserved for the use of Illinois Bell Telephone Company and Commonwealth Edison Company as contained in the certificate on the Plat of Unit No. 2 King's Mill Subdivision and as shown on said plat over the East 10 feet and the South 5 feet of premises in question.
3. Rights of the adjoining owners in and to the free and unobstructed flow of the waters of Lake Campton and in and to so much of premises in question as may be covered by the waters of said Lake.
4. Restrictions created by instrument dated September 9, 1957 and recorded September 22, 1957 as document 844003, and purportedly amended by instrument recorded April 17, 1964 as document 1021309, relating to the use, cost, location and character of buildings erected on premises in question, to resubdivision, to piers and to the use of the lake, and to garages and stable erected on said premises.
5. Taxes for the year 1984.
6. Covenants, Conditions and Restrictions of Record.

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 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, to convey, 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 99 years, 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 or 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 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 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 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 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 interests 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.

Exempt under Real Estate Transfer Tax Act Sec. 8
Par. 1 & Cook County Ord. 95104 Par. 1
Date 11-1-84 Sign. [Signature]

Property of [Faint watermark text]

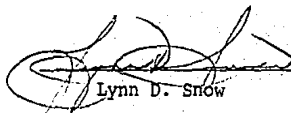
27324247

UNOFFICIAL COPY

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 his hand and seal this 15th day of September 19 84.

(SEAL)



(SEAL)

Lynn D. Snow

STATE OF ILLINOIS

COUNTY OF COOK

SS.

I, MARY L. TRIEBES

a Notary Public in and for said County, in the State aforesaid, do hereby certify that LYNN D. SNOW

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 and seal this 15th day of September A.D. 19 84



My Commission Expires July 6, 1987

Notary Public.

THIS INSTRUMENT WAS PREPARED BY
PETER J. McDANIEL
AVENUE BANK & TRUST COMPANY
OF OAK PARK
104 NORTH OAK PARK AVENUE
OAK PARK, ILLINOIS 60301

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BOX 153

BOX NO.

Beed in Trust

ADDRESS OF PROPERTY

1041 W 040 Oak Drive

771 St. Charles, IL 60174

AVENUE BANK & TRUST COMPANY
OF OAK PARK
104 N. Oak Park Avenue
Oak Park, Illinois 60301

BOX 153



Transfer from ILLIANA FINANCIAL, Inc. 1188

END OF RECORDED DOCUMENT