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## WARRANTY DEED

The Grantor, COBBLER'S CROSSING COUNTRY HOMES LTD. PARTNERSHIP, an Illinois limited partnership, by KIMBALL HILL, INC., an Illinois corporation, as sole general partner, for and in consideration of \$10.00 and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said corporation, conveys and warrants to

MICHAEL R. FRANZ & JULIE A. FRANZ, HUSBAND & WIFE

not in Tenancy in Common, but in Joint Tenancy, the following described real estate situated in the County of Cook, in the state of Illinois, to wit: (see attached)

SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD AND REAL ESTATE TAXES FOR 1990 AND SUBSEQUENT YEARS.

TO HAVE AND TO HOLD said premises not in Tenancy in Common, but in Joint Tenancy forever

Real Estate Index Numbers 06-07-401-006-0000 06-07-401-005-0000

Address of Real Estate: 1091 HUNT WYCK COURT ELGIN, IL 60120

Dated this 20th day of JULY, 19 90.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Sr. Vice President and attested by its Secretary, this 20th day of JULY, 19 90.

COBBLER'S CROSSING COUNTRY HOMES LIMITED PARTNERSHIP

By KIMBALL HILL, INC., its sole general partner.

By Hal H. Barber  
Hal H. Barber - Sr. Vice President

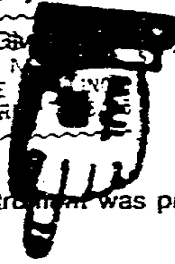
Attest Barbara G. Cooley  
Barbara G. Cooley, Secretary

State of Illinois) SS  
County of COOK )

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I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Hal H. Barber, personally known to me to be the Sr. Vice President of Kimball Hill, Inc., an Illinois corporation, and Barbara G. Cooley, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and Severally acknowledged that as such President and Secretary of said corporation signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

OFFICIAL G  
JOANN M. M  
NOTARY PUBLIC, STATE  
MY COMMISSION EXPIRES



by hand and Official seal this 20th day of JULY, 19 90.

NOTARY PUBLIC Joann M. M

This instrument was prepared by: Michele Peters  
5999 New Wilke Road, #504  
Rolling Meadows, IL 60608

After Recording mail to:

Michael Franz  
1091 Hunt Wyck Ct.  
Elgin, IL 60120

Tax Bill Mailing Address:

Michael Franz  
1091 Hunt Wyck Ct.  
Elgin, IL 60120

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## COBBLER'S CROSSING LOFTS

Unit 68-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE COBBLER'S CROSSING AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 89-600378 AS AMENDED FROM TIME TO TIME, LOCATED IN COBBLER'S CROSSING UNIT 4, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Grantor also hereby grants to the grantee, 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 Declaration of Condominium, aforesaid, and grantor 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.

This deed is subject to: (a) current real estate taxes and taxes for subsequent years; (b) the Plat; (c) the Declaration; (d) public, private and utility easements of record (including those provided for in any plat of subdivision of the Property which may hereafter be recorded); (e) applicable zoning, planned unit development, and building laws and ordinances; (f) rights of the public, the municipality and adjoining and contiguous owners to use and have maintained the drainage ditches, feeders, laterals and water retention basins located in or serving the Property; (g) roads and highways, if any; (h) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which Seller may so remove at that time by using funds to be paid upon delivery of the deed; (i) matters over which the Title Insurer is willing to insure; (j) acts done or suffered by Purchaser; and (k) Purchaser's mortgage (the "Permitted Exceptions"); (l) party walls and party wall agreements, if any.

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