

UNOFFICIAL COPY

91078901

Warranty

The above space for recorder's use only

THIS INDENTURE WITNESSETH. That the Grantor, James K. Schwantz and Barbara A. Schwantz, his wife, 1447 N. Vermont St., Rolling Meadows, IL 60008 -----  
of the County of Cook ----- and State of Illinois -----, for and in consideration of the sum of Ten and no/100's ----- Dollars (\$ 10.00 -----) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant ----- unto Wauconda National Bank and Trust Company, National Banking Association existing under and by virtue of the laws of the United States of America duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 16th ----- day of October ----- 19 90 -----, and known as Trust Number 90-125 -----, the following described real estate in the County of Cook ----- and State of Illinois, to-wit:

Unit A in Building 28 as delineated on the survey of Heritage Manor Palatine Condominium of part of the Northwest quarter of Section 1, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois (hereinafter referred to as "Parcel"), which survey is attached as Exhibit "A" to the Declaration of Condominium made by Building Systems Housing Corporation, a corporation of Ohio, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 21, 1972 as Document Number 22165443, as amended from time to time, together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois \*\* Property Commonly Known as: 1198 Barbary, Palatine, IL 60067 --  
SUBJECT TO  
Permanent Index Number: 02-01-102-053-1056 -----

Conditions, restrictions, easements, covenants, and all other matters of record

TO HAVE AND TO HOLD the said real estate with no apportionment, 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 said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision, or part thereof, and to redivide said real estate 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 real estate 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease in common or in fee, 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 of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind in fee, to convey or to advance any right, title or interest in or about real estate appurtenant to said real estate or any part thereof, and to deal with said real estate 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, or any successor in trust, in relation to said real estate, or in whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said County) 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 all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee or any successor in trust 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 the trust in their proper order in trust.

This conveyance is made upon the express understanding and condition that neither Wauconda National Bank and Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the direction of the Trustee, in its own name or as Trustee, nor shall the Trustee or any successor in trust have any obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee or any successor in trust are applicable for the payment and discharge thereof. All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement 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 any other disposition of said real estate and such interest is hereby declared to be Personal Property and the beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only interest in the earnings, avails and proceeds thereof as aforesaid, the interest in the real estate to vest in said Wauconda National Bank and Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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 said 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.

And the said grantor hereby expressly waives and releases any and all right or benefit under any or any 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 grantors James K. Schwantz and Barbara A. Schwantz aforesaid have hereunto set their hand and seal this 16th day of October 19 90 -----  
James K. Schwantz (SEAL) Barbara A. Schwantz (SEAL)

State of IL )  
County of Lake ) ss. I, the undersigned a Notary Public in and for said County, in the state aforesaid, do hereby certify that James K. Schwantz and Barbara A. Schwantz, his wife, 1447 N. Vermont St., Rolling Meadows, IL 60008 -----

"OFFICIAL SEAL"  
Martina M. Hinz  
Notary Public, State of Illinois  
My Commission Expires 8/12/92

personally knows me to be the same person B. whose name B. A.R. subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

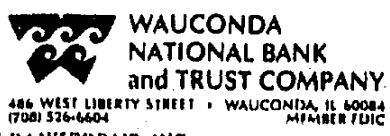
Given under my hand and notarial seal this 16th day of October 19 90 -----  
Martina M. Hinz  
Notary Public

This space for Affirming Riders and Revenue Stamps  
Extra under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.

Martina M. Hinz  
Notary Public

10/16/90

Document Number  
10084116



1198 Barbary, Palatine, IL 60067  
For information only insert street address of above described property.  
Subsequent Tax Bills To: Wauconda National Bank Trust: 90-125  
1447 N. Vermont St.  
Rolling Meadows, IL 60008

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

. DEPT-01 RECORDING \$13.00  
. T#7777 TRAN 8823 02/20/91 13:18:00  
. #7290 # G \* -91-078991  
. COOK COUNTY RECORDER

15681016