9381822		UNIT #1
This Indenture, made this day of	AL COPY A.	D. 19.93 balween
LaSalle National Trust, N.A., a national banking association. Chic	: ago, Illinois, as Trustoe undor the provision	oris of a Deed or Deads
in Trust, duly recorded and delivered to said Bank in pursuan	nce of a trust agreement dated the	25th day
of October and 19.91 and known as True Edwin Weinshenker and Marci Weinshenker and Carolyn Brown and Craig Brown as 1		
(Address of Grantee(s): 1017 Buccanear, Unit 1	. Schaumburg, Illinois	
<u>rangan Araba at kanangan kana</u> Pangan kanangan kana		, 80
Witnesseth, that the Trustee, in consideration of the sum of	Ten Dollars and no/100t	ha31
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and other good and volumble considerations in hund paid, d	oes hereby grant, sell and convoy unto	the Grantees, not as
tenants in common, but a joint tenants, the following describe	ed real estate, shuated in	gg _e dah dagi der yagih 19 yeraru, yerar yagih de yak dana arrai garai gara-dana arra
Coolc County , Il nois, to wit:		
For the legal description and subject to expressly incorporated herein and		riders which are
Property Address 1017 Buccaneer, Unit 1, Sc	baumburg, (Illinois 60173	(Unit No. 5-01)
Permanent Real Estate Index Number:02-34-102. 01	Man get	
together with the tenements and appurtenances thereunto bel	antino.	9
		62 (5)
To Have And To Hold the same unto the Grantees	not in tenuncy in common, but in join	t tenancy, and to the
proper use, benefit and behoof of the Grantees forever.	DEPT. OF FINANCE AND AUXINISTRATION	SQHAUMBURG FIT REAL ESTATE THAMSPER TAX
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This Doed is executed pursuant to and in the exercise of the terms of said Deed or Deeds in Trust delivered to said Trustee in a made subject to the lien of every Trust Deed or Mortgage (if any the part thereof given to secure the payment of money and remains	oursuance of the trust agreement above a are be) of record in said county affecting th	ncationed. This Deed is e salaryal estate or any
in Witness Whereof, the Trustee has caused its corto be signed to these presents by its ARRIVE Vice President above written.	porate seal to be hereto affixed, and and attested by its Assistant Secretary,	has caused its name the day and year first
Attest:	LaSalle National Trust, N.	\
	as Trustee as aforesald,	
1 NO 11/1/		
faller Miller	By Kes Must Mary	
Assistant Secretary Senior	Michigan Vice President	See Section 1
		:: !

This Instrument was prepared by:

LaSalle National Trust, N.A.

Real Estate Trust Department
135 South LaSalle Street
Chicago, Illinois 60603-4192

State of Illinois County of Cook

UNOFFICIAL COPY

in the State aforesaid, Do Hereby Senior Senior Assistant Vice President of LaSaile Assistant Secretary thereof, persond instrument as such Assistant Vice Facknowledged that they signed and cand Bank, for the uses and purposes custodian of the corporate seat of a voluntary act, and as the free and voluntary act, and as the free and No.	Certify that National Trust, N.A., an ally known to me to be president and Assistant delivered said instruments therein set forth; and said bank did affix said pluntary act of said Bank	Joseph W. Lang. M1111am the same persons with Secretary respectively tas their own free and vid Assistant Secretary corporate seal of said	H. Dillon hose names are so, appeared before voluntary act, and a did also then and if Bank to said instructions therein set Sedeember	subscribed to the foregoing the this day in person a sthe free and voluntary actions acknowledge that he rument as his own free a
Assistant Vice President of LaSalle Assistant Secretary thereof, persond instrument as such Assistant Vice Facknowledged that they signed and control Bank, for the unes and purposes custodian of the corporate seat of a voluntary act, and as the free and voluntary act, and as the free and voluntary act, and as the free and voluntary act.	National Trust, N.A., an ally known to me to be president and Assistant delivered said instruments therein set forth; and said Bank did affix said bountary act of said Bank	the same persons will Secretary respectively tas their own fred and vid Assistant Secretary corporate seal of said kilor the uses and pur	H. D11:1on hose names are so, appeared before voluntary act, and a did also then and if Bank to said instructions therein set	subscribed to the foregoing me this day in person a sithe free and voluntary active acknowledge that he rument as his own free a forth.
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.....BOX 333

TRUSTEES DEED (in Joint Tenancy)

Address of Property

LaSaile National Tru

Trustee

Mail to:
Brown / Weinshonker
1017 Buccaner Sc. #1
5chaumburg, ell 601

LaSalle National Trust, N.A. 135 South LaSalle Street Chicago, Illinois 60603-4192

Fore State Par 450

PARCEL 1:

UNIT 50 IN THE HIDDEN POND CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:
PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 16, 1993 AS DOCUMENT

93117717 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY,

ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREAS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANCS FOR THE HIDDEN POND HOMEOWNER'S ASSOCIATION RECORDED FEBRUARY 16, 1993 AS DOCUMENT 93117759.

Serie Of County Clerk's Office

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SUBJECT TO:

- 1. Declaration of Easements, Restrictions and Covenants for the Hidden Pond Homeowner's Association, Inc., dated October 19, 1992 made by LaSalle National Trust, N.A., as Trustee under Trust Agreement dated October 25, 1991 and known as Trust No. 116688 and Schaumburg Square Partners, an Illinois limited partnership and recorded with the Office of Recorder of Cook County, Illinois (the "Recorder") on February 16, 1993 as Document No. 93-117759.
- 2. Restrictions contained in the Deed (the "Deed") dated May 29, 1979 from Shell Oil Company ("Shell") to Frank R. Stape Builder, Inc. ("Stape") and recorded with the Office of Recorder of Deeds of Cook County, Illinois (the "Recorder") on June 21, 1979 as Document No. 25016003. conveying, among other real estate, the Property. The Deed creates a perpetual easement which trants the right to enter upon the Property for the purpose of constructing, maintaining, operating and repairing connecting storm sewers running over, across and under the Pond located on the southerly or southeasterly portion of the Property (the "Easement"). The Deed also grants the right of access over that portion of the Property lying within 7 feet of the perimeter of the Easement to construct and repair the storm sewers and appurtenances connected thereto.
- 3. The terms, conditions and limitations contained in the Declaration of Protective Covenants (the "Covenants") dated May 29, 1979 created by Shell and recorded with the Recorder on June 21, 1979 as Document No. 25016002. The Covenants subject the Property to the following restrictions and limitations and the owners of the Property to the following obligations:
- (a) the repair, maintenance and operation of the ponu, storm sewer facilities and any structures or appliances connected thereto, with the cost to be divided on a pro rata basis between all of the owners of the area covered by the pond;
- (b) rights of easement over the Property to construct, repair maintain and operate storm sewers in connection with the pond;
- (c) an indemnification for loss or damage incurred through the exercise of the rights contained in the covenant; and
- (d) to provide insurance coverage prior to the commencement of any construction permitted under the covenant;
- 4. Rights under the Electric Facilities Easement ("Electric Easement") dated September 4, 1979 from National Boulevard Bank of Chicago to Commonwealth Edison Company and recorded with the Recorder on October 4, 1979 as Document No. 25178596. The Electric Easement creates an easement in, upon, under, over and along certain portions of the Property

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as more particularly described on Exhibit A attached to the Electric Easement, for the purpose of installing and maintaining, repair, install and service said equipment;

- 5. Agreement of Easement for Ingress and Egress (the "Ingress and Egress Easement") dated December 18, 1986 by and among LaSalle National Bank, as No. 106065, LaSalle National Bank, as Trustee under Trust Agreement dated August 8, 1986 and known as Trust No. 111435 and LaSalle National Bank, as Trustee under Trust Agreement dated November 12, 1986 and known as Trust No. 111756, and recorded with the Recorder on December 9, 1986 as Document No. 86617621 creating an easement for the purpose of ingress and egress over the driveway area located on a portion of the Property described in the Ingress and Egress Passinent;
- 6. The terms provisions, conditions and limitations set forth in the Memorandum of Agreement (the 'Memorandum of Agreement") dated October 14, 1981 by and among First Federal Savings and Loan Association, National Boulevard Bank of Chicago, Unity Savings Association and the Vivage of Schaumburg and recorded with the Recorder on April 20, 1982 as Document No. 2620o537. The Memorandum of Agreement obligates the Owners of the Property to comply with the provisions of the Village of Schaumburg Ordinance No. 1611; and
- 7. All easements and restrictions created by and contained in the Plat of Condominium of the Hidden Pond Condominium (the "Plat") dated December 16, 1991 and recorded with the Recorder on February 16, 1993 as Document 93-117717. The Plat creates, among other things, the following easements under, across and over the Property:
- (a) a Village Utility Easement granted to the Village of Schaumburg creating a twenty (20) foot wide easement which corresponds to the existing storm water, sanitary sewer and water lines located on the Property for the purpose of installing, maintaining and removing storm water pipelines and appurtenances attached thereto; and
- (b) a Utility Easement granted to Illinois Bell Telephone Company, Northern Illinois Gas Company, Commonwealth Edison and the Village of Schaumburg over the area occupied by the Electric Easement, for the purpose of the placement, maintenance and removal of utilities by the foregoing utility companies and the Village of Schaumburg.

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- 8. Easement to the Village of Schaumburg and its successors and assigns for the installment, maintenance, relocation, renewal and removal of underground water service pipelines, sanitary sewer pipelines, storm water drainage pipelines and related facilities and appurtenances thereto in the areas designated as "utility easement" as set forth in Exhibit "C" to the Declaration of Condominium recorded as Document 93117717.
- 9. Terms, provisions, covenants, conditions and options contained in and rights and easements established by the Declaration of Condominium Ownership recorded February 15, 1993 as Document No. 93117717, as amended from time to time:
- 10. Laundly room lease dated July 1, 1982 (affects common elements)

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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 CONDOMINUM, RECORDED WITH THE RECORDER OF DEEDS AS DOCUMENT NUMBER 93-117717. AND GRANTOR RESERVED 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 ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

GRANTOR ALSO HERELY PRANTS AND CONVEYS TO GRANTEE THE EASEMENT DESCRIBED AS PARCEL 2 OR EXHIBIT A ATTACHED HERETO.

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