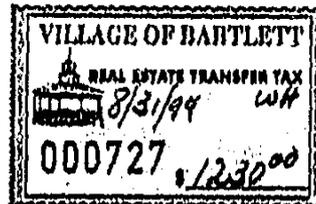


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WARRANTY DEED

GRANTOR(S), Richard J. Vicars and Nancy J. Vicars, his wife, in joint tenancy of the Village of Bartlett, County of Cook, State of Illinois for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) and WARRANTS(S) to the GRANTEE(S), Kevin R. Williams and Karen L. Williams, husband and wife



of 307 Langley Drive, Schaumburg, Illinois in the County of COOK in the State of Illinois, TO HAVE AND TO HOLD the following described real estate, not in Tenancy in Common, but in JOINT TENANCY:

Lot 57 in The Woods of Bartlett Final Planned Unit Development Plan and Plat of Subdivision, a subdivision of part of the East Half of the Southwest Quarter of Section 27 and part of the Northwest Quarter of Section 34, all in Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded October 26, 1989 as Document No. 89508616, in Cook County, Illinois.

Permanent Tax No: 06-27-312-007

Known As: 419 Timber Ridge Drive, Bartlett, Illinois

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

SUBJECT TO: (1) Real estate taxes for the year 1994 and subsequent years; (2) Covenants, conditions, restrictions and easements apparent or of record; (3) All applicable zoning laws and ordinances.

Dated: Aug. 9, 1994

Richard J. Vicars

Nancy J. Vicars

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ATTORNEYS' TITLE GUARANTEE FUND, INC

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Vicars and Nancy J. Vicars, his wife, in joint tenancy personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as 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 official seal, this 9th day of August, 1994.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Carol L. Ewert
Notary Public

My Commission Expires: 2/13/99



Prepared By: Leo D. Garr
50 Turner Ave.
Elk Grove Village, Illinois 60007
(708) 593-8777

MAIL TAX BILL TO:
Mr. and Mrs. Williams
419 Timber Ridge Drive
Bartlett, Illinois 60103

Return To: Dan Dubloy, Attorney
3820 N. Dale Blvd. #312B, Tampa, FL 33624



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Property of Cook County

. DEPT-01 RECORDING \$23.50
. T5DDDD TRAN 9325 09/13/94 12:57:00
. #3626 + CJ * -94-798073
. COOK COUNTY RECORDER

94798073

STAMP: 9000
Clerk's Office
R 10

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(j) to defend, settle, adjust, submit to arbitration and compromise all actions, suits, accounts, claims and demands whatsoever with respect to the Property which now are, or hereafter may be, pending between me (we) and any person, firm, association, corporation or other entity in such manner and in all respects as my (our) attorney shall think fit;

(k) to hire accountants, attorneys at law, clerks, inspectors, appraisers, brokers, workmen and others, and to remove them, and to pay and allow to the persons so employed such salaries, wages or other remuneration as my (our) attorney shall think fit with respect to the Property;

(l) to constitute and appoint one or more attorneys for me (us) with full power of revocation; and

(m) without in any way limiting the foregoing, generally to do all other things reasonably necessary to maintain the Property and ultimately to convey it, or to lease said Property if necessary or do any other necessary act relating to the Property.

3. I (we) specifically authorize our agent to direct the title insurance company, if any, involved in any sale transaction relating to the Property to pay proceeds to the Law Firm of BIRD & BIRNBAUM, LLP, and, moreover, I (we) specifically assign and set over unto said Homeequity Corporation all of my/our right, title and interest in and to any mortgage escrow/impound fund account with any lender with which we may have or had a mortgage, any mortgage payments made by BIRD Homeequity Corporation on my/our behalf, and any future refund or adjustment payments. By reason of the foregoing, BIRD Homeequity Corporation is the real party in interest as seller of the Property for all purposes, including, but not limited to any federal, state or local tax and information reporting requirements.

I (we) do hereby ratify and confirm all acts whatsoever that my (our) attorney shall do or cause to be done relating to the Property by virtue of this Power of Attorney, to induce any third party to act hereunder, I (we) hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I (we), for myself (ourselves) and for my (our) heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this Power of Attorney.

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4. My (our) Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom our Agent may select, but such delegation may be amended or revoked by any Agent (including any successor) named by us who is acting under this Power of Attorney at the time of reference.

5. (X) This Power of Attorney shall become effective upon my (our) signing of the same.

6. I (we) are fully informed as to all the contents of this form and understand the full import of this grant of powers to our Agent.

Signed: Penny J. Newberg-Nixon
Penny J. Newberg n/k/a Penny J. Nixon
A/K/A PENNY J. NEWBERG-NIXON

Signed: W. John Nixon
W. John Nixon

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED.)

State of Illinois
County of Cook

The undersigned, a Notary Public in and for the above County and State, certifies that Penny J. Newberg n/k/a Penny J. Nixon and W. John Nixon, known to me to be the same persons whose names are subscribed as Principals to the foregoing Power of Attorney, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the Principals, for the uses and purposes therein set forth, and certified to the correctness of the signature(s) of the Agent(s). **A/K/A PENNY J. NEWBERG-NIXON

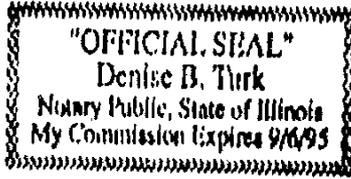
Dated: 21st June, 1994

Denise B. Turk
Notary Public

My commission expires: 9-6-95

This document was prepared by:

GARR & DE MURRIELLO, LTD.
Attorneys at Law
50 Turner Avenue
Lisle Grove Village, Illinois 60537
(708) 593-8777



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EXHIBIT B

Lot 23 in Block 6 in Skokie Highlands, a subdivision of the Southwest Quarter of the Southwest Quarter of Section 10, Township 62 North, Range 10 (except right of way of Chicago and Northwestern Railway and Public Service Company of Northern Illinois), East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number: 001050000003

Common Address: 500 Southgate Drive, Northbrook, Illinois

Property of Cook County Clerk's Office

001050000003