96434908

DEPT-01 RECORDING \$33.50 T#6666 TRAN 2443 06/07/96 11129:00 #9550 # JM ※--タムー434908 COOK COUNTY RECORDER

CH 317757

95753241

DEFT-01 RECORDING \$31.50 T40011 TRAN 8739 11/03/95 10:59:00 \$2891 \$ RV *-95-753241 COOK COUNTY RECORDER

This document must be re-recorded FIRST prior to any other documentation.

Re-recording of Deed to correct spelling of Eric V. Cowley.

TRUSTEE'S DEED

31 50

BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement dated the 28th day of June, 1993, and known as Trust Number 117146-07 carty of the first part, and Trust CORCOLOMATICATED CONTRACTOR AND LANGUAGE AND LAN

ERIC V. COWLEY OF 1802 PLUM GROVE, ROLLING MEADOWS, IL

WITNESSETH, that said party of the first part, in consideration of the sum of TEN & 00/100----(\$10.00)-----Dollars, and other good and valuable considerations in hand paid, does hereby convey and QUIT-CLAIM unto said parties of the second part the following described real estate, situated in COOK County, Illinois, to-wit:

Exempt under provisions of paragraph (d), Section 4, of the Illinois Real Estate PARCEL I:

UNIT 1802-1B IN THE KINGS WALK III CONDOMINIUM, AS DELINEA (EI) ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 42, NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE KINGS WALK III CONDOMINIUM ASSOCIATION RECORDED AS DOCUMENT NO. 94533560 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

35,50 CH

- W6434908

Property of Cook County Clerk's Office

ALSO PARCEL II:

NONEXCLUSIVE EASEMENT IN FAVOR OF PARCEL I FOR INGRESS AND EGRESS AS DEFINED, CREATED AND LIMITED IN SECTION 3.2 OF THAT CERTAIN.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KINGS WALK MASTER HOMEOWNERS' ASSOCIATION DATED APRIL 14,1994 AND RECORDED APRIL 15, 1994 AS DOCUMENT NUMBER 94341471 OVER AND ACROSS LAND DESCRIBED AND DEFINED AS "COMMON AREA" THEREIN.

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 all rights, case ments, 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.

THE TENANT OF THE UNIT WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL AND OPTION TO PURCHASER.

SUBJECT TO: (a) covenants, conditions, and restrictions of record; (b) terms, provisions, covenants, and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements for Kings Walk Master Association and all amendments, if any, thereto; (c) Declaration of Covenants, Conditions, Restrictions and Easements and party wall rights for Kings Walk I Condominium Association and all amendments, if any thereto, (d) private, public, and utility easements, including any easements established by or implied from the Declarations or amendments thereto, if any, and roads and highways, if any; (e) party wall rights and agreements, if any; (f) limitations and conditions imposed by the Condominium Property Act; (g) special taxes or assessments for improvements not yet completed, (h) any unconfirmed special tax or assessment; (i) installments not due at the date hereof for any special tax or assessment for improvements heretofore completed; (i) mortgage or trust dead specified below, if any; (2) general taxes for the second installment of 1994 and subsequent years; (1) installments due after the date of closing of assessments established pursuant to the Declarations; (m) applicable zoning and building laws and ordinances and other ordinances of record; (n) encroachments, if any: (o) acts done or suffered by purchaser or anyone claiming by, through or under purchaser; (p) leases and licenses affecting the common elements; and (q) existing tenant lease.

P.J.N. 02-26-117-005-0000

together with the tenements and appurtenances thereunto belonging.

Property of Coot County Clerk's Office

**DO HAVE AND TO HOLD the said real estate with the appurenances, 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 of alleys to vacate any subdivision or part thereof and to resubdivide 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 successors in trust and to grant to such successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or atherwise 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 leases to commence in praesenti 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 198 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 of any part of the reversion and to contract respecting the manner of fixing the amount of present or ruture 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 to nelease, convey or assign any right, title or interest in or about or easement 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 to 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 trus, he 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 area 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 thereof, 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 must have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligation of its, his or their predecessor in trust.

-3-

Property of Cook County Clerk's Office

This conveyance is made upon the express understanding and conditions that neither FIRST COLONIAL 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 election of the Trustee, in its own name, as Trustee or an express trust and not individually (and the Trustee shall have no obligation whatsoever with espect to any such contract, obligation or indebtedness except only so far as the trust property and finds in the actual possession of the Trustee shall be 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 reneficiary 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 no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate at such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said CHARTER BANK AND TRUST OF ILLINOIS 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 nereafter 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 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 exemption or homesteads from sale on execution or otherwise.

TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deed in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, said party of the first part has caused it corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

	AMERICAN NATIONAL BANK AND TRUST COMPANY			
	OF CHICAGO as Trustee, as aforesaid, and not personally,			
	By: / Muana			
	Vice President			
000	Attest:			
STATE OF ILLINOIS)			
COUNTY OF COOK	Ox			
COUNTION COOK	AND J.M. WHELM			
I, the undersigned, a Notary I	Public in and for the County and State aforesaid, DO			
HEREBY CERTIFY, that the	above named P. TOHANSEN A Vice President and			
Assistant Secretary of the AN	MERICAN NATIONAL BANK AND TRUST COMPANY			
OF CHICAGO, A National B	Sanking Association, Grantor, personally known to me to be			
the same persons whose name	es are subscribed to the loregoing instrument as such			
Vic	e President and Assistant Secretary respectively, appeared			
before me this day in person a	and acknowledged that they signed and delivered the said			
instrument as their own free a	and voluntary act and as the free and voluntary act of said			
National Banking Association	n for the uses and purposes therein set forth; and the said			
Assistant Secretary then and t	there acknowledged that said Assistant Sccretary, as custodian			
of the corporate seal of said National Banking Association caused the corporate seal of said				
National Banking Association	n to be affixed to said instrument as said Assistant Secretary's			
	id as the free and voluntary act of said National Banking			
Association for the uses and p	ournoses therein set forth.			
Given under my hand and No	stary Seal on this 19th day of July			
1995.	In Sovienski			
	Notary Public			

"OFFICIAL SEAL"

I.M. SOVIENSKI

NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/27/96

-5-

Property of Cook County Clark's Office

antin Chiefe

enter in production of the second second

The second second second second second

This instrument was prepared by: AMERICAN NATIONAL BANK AND TRUST COMPANY, 33 North LaSalle Street, Chicago, IL 60690

ADDRESS OF PROPERTY:

1802 Plum Grove, Unit 1802-1B Rolling Meadows, IL



Eru V. Cowley

1802 Ples Mrove Pd

Bollin Missous VI 6008

AFTER RE-RECORDATION MAIL TO: Michael Stein 579 W. North Avenue Suite 201 Elmhurst, Illinois 60126

STATE OF ILLINOIS E PEAL ESTATE PANSFER TAX E PANSFER TAX

;		(look Coun	***		
	PEAL		TRAL		TON	TAX
-	KE, DESE		1280	, <u>-</u> -		
	STAMP	NOV 2 -*35		₹ 3	0.0	0:-
	-441[450				_, •	

Outy Of Rolling Meadows
Departural of Finance and Administration
Amount 180,00
Amount 180,00
But 17.7.

	City of Rolling Meadows
2	Spartment of Finance and Administration
	Regi Estato Transfer Tax
	Amount de la
٧.	Carre Reference

9575324

Property of Cook County Clerk's Office

gairy cydf

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated March 26. 19 % Signature: K	- Va
A	Grantor or Agent
Subscribed and FRICIAL STAIDE for	
me by the said Ciril TAYLOR this 20 Miles Roy Co.	

this 26 Motory Police Mines 1889 (1)

Notary Public Police 1889 (2)

The grantee or his agent of lirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an I linois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated March 26, 1976 Signature: Crautee or Agent

Subscribed a AMFIGUAL SEAL before me by the sa CAROL TAYLOR this Governdenticostate of Miceles 19 10 Commission Explore Sept. 23, 1986

Notary Public Population Digital Sept. 23, 1999

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Atach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Property of Coof County Werk's Office

BUSTE VOE