

This Indenture Witnesseth, That the Grantor, _____

Ronald J. Koller and Beverly M. Koller, his wife, as joint tenants of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto THE FIRST NATIONAL BANK OF DES PLAINES, 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, as Trustee under the provisions of a certain Trust Agreement dated the 4th day of September 1985, and known as Trust Number 16431643, the following described real estate in the County of Cook, Village of Palatine, and State of Illinois, to-wit:

Legal Description per Schedule "A" attached hereto and made part hereof:

(Schedule A

LEGAL DESCRIPTION:

UNIT 302 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'): LOTS 6 AND 7 TAKEN AS A TRACT, EXCEPT THEREFROM THAT PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE; COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 6, THENCE NORTH 1 DEGREES 57 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF LOT 6 FOR A DISTANCE OF 10 FEET FOR A POINT OF BEGINNING THENCE SOUTH 75 DEGREES 00 MINUTES WEST 145.00 FEET; THENCE NORTH 56 DEGREES 00 MINUTES WEST FOR 100.00 FEET, THENCE SOUTH 65 DEGREES 20 MINUTES 03 SECONDS WEST FOR 68.00 FEET TO THE SOUTH WEST CORNER OF SAID LOT 6, ALSO EXCEPTING THEREFROM THAT PART THEREOF LYING WITHIN THE INGRESS AND EGRESS EASEMENT AS SHOWN ON THE PLAT OF WILLOW CREEK APARTMENT ADDITION (BEING A RESUBDIVISION OF PART OF WILLOW CREEK, A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 28, 1970 AS DOCUMENT NO. 2536651), ALL IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY THE 111 EAST CHESTNUT CORPORATION, ILLINOIS CORPORATION) REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2702050 TOGETHER WITH AN UNDIVIDED .86504 PER CENT 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

3469949

PROVISIONS OF PAR. E. OF THE TRANSFER TAX ACT.

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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The First National Bank of Des Plaines, 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 if 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 of an express trust and not individually (and the Trustee shall have no 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 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 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 no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said First National Bank of Des Plaines 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 the said grantor hereby expressly waive and release any and all right or benefit under and by virtue 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 grantor aforesaid have hereunto set their hand and seal this Fourth (4th) day of September 1985

Ronald J. Koller [SEAL]

Beverly M. Koller [SEAL]

UNOFFICIAL COPY

TRUST NO.

3469949

Deed in Trust

REGISTERED
WARRANTY DEED

4 08 PM '85
Handwritten signature

3469949
THE FIRST NATIONAL BANK
OF DES PLAINES

701 Lee Street
Des Plaines, Illinois 60016

TRUSTEE

Property of Cook County Clerk's Office

FIRST NATL BANK OF DES PLAINES
701 LEE STREET
DES PLAINES, ILLINOIS 60016

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Ronald J. Koller and Beverly M. Koller, his wife
personally known to me to be the same person S whose name S are
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 Fourth (4th) day of
September A. D. 1985
[Signature]
My commission expires March 20, 1989
Notary Public

STATE OF Illinois
COUNTY OF Cook
I, Flossie P. Claney
SS.

6 4 9 9 4 9

Ronald J. Koller Beverly M. Koller
[SEAL] [SEAL]
September 19 1985

In Witness Whereof, the Grantor B, aforesaid has hereunto set their hand B and

State of Illinois, providing for the exemption of homesteads from sale or execution or otherwise.

and the said Grantor B, hereby expressly waives, releases, and relieves any and all rights of benefit under and by virtue of any and all statutes

of the State of Illinois, providing for the exemption of homesteads from sale or execution or otherwise.

If the title to any of the above real estate is now or hereafter registered, 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.

Bank of Dea Thaines the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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 as

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

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any

and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

not individually (and the Trustee shall have no obligation whatsoever with respect to any such contact, obligation or indebtedness except only so

in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and

such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred by the Trustee in

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

or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree

This conveyance is made upon the express understanding and conditions that neither The First National Bank of Dea Thaines, individually

the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and (d) if the conveyance was duly

authorized and empowered to execute and bind every such deed, trust deed, lease, mortgage or other instrument and (e) if the conveyance was duly

in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor or successors in trust, was duly

delivery thereof the trust created by this instrument and by said Trust Agreement and in said Trust Agreement and in said Trust Agreement or other

Register of Deeds of said county) trying upon or claiming (a) that at the time of the

by said Trustee, or any successor or successors in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the

trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any such deed, mortgage, lease or other instrument executed

estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor or successors in trust, be obliged to see

In no case shall any party dealing with said Trustee, or any successor or successors in trust, in relation to said real estate, or to whom said real

with the same, whether similar to or different from the ways above specified, at any time or in any capacity.

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 do

or assign and real estate, title or interest in or about or personal appointment to said real estate or any part thereof, and to deal with said real estate

exclusive and real estate, for other real or personal property, to grant, lease, mortgage, or otherwise encumber or charge of any kind, to release, convey

whole or any part of the reversion and to contract respecting the manner of holding the same, or to grant, lease, mortgage, or otherwise encumber or charge

at any time or from hereafter, to contract to make leases and to grant options to lease and to grant, lease, mortgage, or otherwise encumber or charge

extend leases upon any terms and for any period or periods of time, not exceeding in the case of any lease to be granted in the future, and to renew or

to lease said real estate, or any part thereof, from time to time, to dedicate, to mortgage, to lease, to grant, lease, mortgage, or otherwise encumber or charge

power and authority vested in said Trustee, or any successor or successors in trust, to convey, lease, mortgage, or otherwise encumber or charge

real estate or any part thereof to sell, to grant, lease, mortgage, or otherwise encumber or charge, or to convey, lease, mortgage, or otherwise encumber or charge

thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisions or parts thereof, and to subdivide said real estate as often

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part

TO HAVE AND TO HOLD the said real estate with the equities hereon, upon the trusts, and for the uses and purposes herein and in

SUBJECT TO

Commonly known as: Unit 301, 545 E. Kentlworth, Palatine, Illinois 60067

Illinois and State of Cook

Ronald J. Koller and Beverly M. Koller, his wife, as joint tenants

EXEMPT UNDER PROVISIONS OF PAR. E, SECT. 4, REAL ESTATE TRANSFER TAX ACT.

3469949

AGENT

DATE

9/9/85

This Indenture Witnesseth, That the Grantor,

0 3 4 8469849

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

ss.

I, Flossie P. Claney

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald J. Koller and Beverly M. Koller, his wife

personally known to me to be the same person s whose name s are 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 Fourth (4th) day of September A. D. 1985

Flossie P. Claney
Notary Public

My commission expires March 20, 1989

Property of Cook County Clerk's Office

TRUST NO.

3469949

Deed in Trust

WARRANTY DEED

4 08 PM '85

REGISTRAR OF TITLES

[Handwritten signature]

3469949
THE FIRST NATIONAL BANK
OF DES-PLAINES

701 Lee Street
Des Plaines, Illinois 60016

TRUSTEE

JUSTICE OF THE PEACE
701 LEE STREET
DES PLAINES, ILLINOIS 60016