3. THE FIGHT PIENT TRANSACTION

Deed in Trust

This Indenture Witnesseth, That the Grantor,

CERISTINE KREITZMAN, A WIDOW

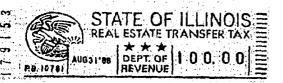
of the County of <u>Cook</u> and State of <u>Illinois</u> for and in consideration of Ten and no/100ths (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey/s and Warrant/s unto the HARRIS BANK ROSELLE, 106 East Irving Park Road, Roselle, Illinois, a corporation organized and existing under the laws of the State of Illinois, as Trustee under the provisions of a trust agreement dated the <u>23rd</u> day of <u>August</u>, 1988 known as Trust Number <u>12833</u> the following described real estate in the State of Illinois, to wit:

LOT 951 IN LANCER SUBDIVISION UNIT 9, BEING A SUBDIVISION IN THE NORTH-WEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MEXIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERAL OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 17, 1975 AS DOCUMENT NUMPER 2,835,453.

Subject to:

General taxes for 1987 and subsequent years; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; public utility parements; public roads and highways; easements for private roads; private easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements.

P.T.N.: 07-26-102-018





Common Address: 701 Ridge Court, Schaumburg, IL C0193

TO HAVE AND TO HOLD the said premises with the appurtenances upon the fus sand for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to and vested in said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired. To contract to sell, to grant cotions to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the information and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumper said property, or any part thereof, to lease said property, 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 feases upon any terms and for any period of 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 property, or any part thereof, for other reat or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property 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. Any such power and authority granted to the Trustee shall not be exhausted by

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust and said trust agreement have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) lifthe conveyance is made by 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.

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The interest of each and every beneficiary hereunder and ot all persons claiming under them or any of them shall be conly in the earnings, avaits and proceeds arising from the sale or other disposition of said real estates a such, but only an interest in the earnings, avails and proceeds thereof as aforested; in or to said real estates as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note 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 "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 trust 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 the trust.

And the said grantor/s hereby expressly waive/s and release/s all rights under and by virtue of the homestead

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P.O. Box 72200 Roselle, Illinois 60172

HARRIS BANK ROSELLE

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STATE OF ILLINOIS

COOK COUNTY

I, Adele S. Nelson of Deerfield, Illinois, being first duly sworn on oath depose and say that heretofore, on or about August 20, 1988, that I executed the full satisfaction and release of a certain mortgage dated the 31st day of March, A.D. 1983, and filed in the Registrar of Titles Office of Cook County, Illinois, Torrens, document # LR 3,301,130, to the premises therein, described as follows:

LOT 15 IN BLOCK 1 IN HASBROOK SUBDIVISION, UNIT NUMBER 3, OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 8, 1958, AS DOCUMENT NUMBER LR 1,816,395.

I further state that the note secured by said mortgage in the amount of \$59,000, has since been inadvertently lost, misplaced, or destroyed. A copy of said note is attached as Exhibit A.

NOW, THEREFORE Adele S. Nelson and her successors cancel said note and will at all times indemnify and save harmless the Registrar of Titles, Ccor County, Illinois, against all loss or damage to him arising by reason of the lost, misplaced, or destroyed note in the amount of \$59,000, in relation to the premises described herein, and all costs, charges, damages and expenses, and all claims and demands of every kind and any nature, actions, causes of action, suits and controversies, whether groundless or otherwise.

BY.

Adele S. Nelson 1400 Berkley Court Deerfield, Illinois

Subscribed and sworn to before me this 30 day of Gugast

A.D. 19 66

Notary Public

My commission expires

" OFFICIAL SEAL "
DANIEL T. ADAMS
NOTARY PUBLIC. STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/22/92