FFICIAL COMPOSITION OF Page 1 of TRUSTEE'S QUIT-CLAIM DEED IN TRUST 2000-06-06 11:50:20 THIS INDENTURE, made this 30th Cook County Recorder 27.00 of, X1X9 <u>2000</u>, between STANDARD BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, 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 corporation in pursuance of a certain Trust Agreement, dated the 23rd day of May 19 86 AND KNOWN AS Trust Number , party of the first part, and, Standard Bank and Trust Company as Trustee under the provisions of a certain Trust Agreement, dated the 24th day of, August known as Trust Number 12695, party of the second part, WITNESSETH, that said party of the first part, in consideration of the sum of TEN DOLLARS and Novico (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and Cook quit-claim unto said party of the second part, the following described real estate, situated in County, Illinois to-wit: Lot 50 in Gallagher and Herry's Radcliffe Place Unit 1, a Subdivision of part of the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 34 and part of the Northwest  $\frac{1}{4}$  of Section 35, Township 36 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded October 13, 1995 as Document Number 95700442, and Certificate of Correction dated November 30, 195 as Document Number 95828645, in Cook County, Illinois. 27-35-105-013-0000 Common Address: 8712 176th Street, Tinley Park, Illinois 60477 General real estate taxes for the year 1999 and subsequent years. SUBJECT TO: FENCES: No fence or other non-residential structure shall be erected or maintained on any lot in the Subdivision which shall restrict the view in any way from an adjoining lot in the Subdivision. Fences shall be allowed only in the rear yard of any lot. structures shall be no higher than four (4) feet, except for swimming pool enclosures, which in no event shall said fence protrude forward beyond the rear wall of the building, and shall be governed by local ordinances. Fences shall be imited to fifty percent (50%)

opacity. Fencing materials shall be limited to painted or staired wood, wrought iron, aluminum, or vinyl coated or galvanized cyclone fencing. In no event shall a fence protrude forward beyond the rear wall of a building and in the case of a corner lot, the fence shall not protrude forward beyond the rear wall of the building or the face of the building on either side fronting on a street. The fence, when necessary, should be designed to enhance rather than detract, from the overall appearance of the property.

Prior to the erection or installation of any fence, plans showing the specific location and specifications for same shall be submitted to Orchard Hill Construction, L.L.C. for written approval. NO FENCE SHALL BE INSTALLED WITHOUT THE EXPRESS WRITTEN CONSENT FROM ORCHARD HILL CONSTRUCTION, L.L.C.

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON PAGE THREE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, 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.

BOX 333-CTI

IN WITNESS WHEREOF, said party of the first part has signed to these presents by an				has caused its name to be dyear first above written.	
Prepared by: Orchard Hill Const., L.L.C. STANDARD BANK AND TRUST COMPANY 7800 WEST 95th STREET HICKORY HILLS, IL 60457		Patricia Ralphson, 770.			
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STATE OF ILLIN REAL ESTATE TRANSFER  BERLIOSSES JUN-5'00 DEPT. OF 2 5 9. REVENUE 2 5 9.	IOIS E RTAX E O O E	REVENUE	Cook County	29.50 =	
	` C	OUNT C			
	ICIAL SEAL"		67450p	C <sub>O</sub>	
COUNTY OF COOK Notary Pub	dene Hebert dic, State of Illin ion Expires 12-1 for said Co D BANK Al me persons before me t act, and as the then and the d company to and purposes	unty, in the State ND TRUST COMP whose names are his day in person a he free and volunta ere acknowledge the said instrument a of therein set forth	e aforesaid. DO HE ANY and Joanne subscribed to the f and acknowledged the ry act of said Compa nat She as custod s. her own free a t. f. May	EREBY CERTIFY, that Esposito of foregoing instrument as at they signed and delivany, for the uses and purtian of the corporate seal and voluntary act, and as	
	••••	Nach	ne Lebert	Notary Public	

UNOFFICIAL COP 410414 Page 3 of

Full power and authority is hereby granted to said Trustee to improve, manage, protect and suddivide said real estate or any part thereof, to dedicate parks, streets, highways or 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 successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise 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 present or in future, and upon any terms and for any period or periods of time and to amend, change or modify leases 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 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 real estate, or any part thereof, for other real 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 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 con' eyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be 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 in inquire into any of the terms of said Trust Agreement; and every deed, trust deed, 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 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 trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and con gations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, 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 attorney may do or omit to do in or about the said real es ate 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 not 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, 2.5 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 this trust property and funds in the actual possession of the Trustee shall be applicable for the paymen 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee 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 Title 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 limitation," or words or similar import, in accordance with the statute in such case made and provided.

UNOFFICIAL COP PA 10414 Page 4 of The

MAIL TO:

**DEED IN TRUST** 

and Trust Commany Mary Niego-McNamara

Tota-60457- 6447 S. Tripp Ave.

Chye; 1060629

TRUSTEE'S QUIT CLAIM

STANDARD BANK AND TRUST CO. 7800 West 95th Street, Hickory Hills, IL 60457

STANDARD BANK AND TRUST CO