

24 089 204

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This Indenture Witnesseth, That the Grantor, _____

JOSEPH A. O'BRIEN, a bachelor,

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 Warrant to PALATINE NATIONAL BANK, 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 27th

day of May 1974, and known as Trust Number 1021

the following described real estate in the County of Cook

and State of Illinois, to-wit:

As per Attached

11 00

SEP 2 65-68-182Z

SUBJECT TO covenants, conditions and restrictions of record.

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.

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 or alleys and to vacate any subdivision or part thereof, and to accept 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 leaves to commence on or in the 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 99 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 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 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 trust, be obliged to or 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 the trust have been complied with, or be obliged 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, 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 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 PALATINE NATIONAL BANK, 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 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 PALATINE NATIONAL BANK 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 has hereunto set his hand and seal this 16th day of August 1977

[SEAL] [SEAL] [SEAL] [SEAL]

REGISTERED UNDER THE PROVISIONS OF THE ACT OF APRIL 10, 1917, CHAS. DUFFY, REGISTRAR OF TITLES AND DEEDS

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Property of Cook County Recorder of Deeds

Unit No. 367 in THE GROVES OF HIDDEN CREEK CONDOMINIUM I as delineated on a survey of a part of the Southeast quarter of Section 1, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit E to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws for The Groves of Hidden Creek Condominium I ("Declaration") made by La Salle National Bank, as Trustee under Trust No. 44398, recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 22827823; together with its undivided percentage interest in the Common Elements as set forth in the Declaration (excepting from said Parcel all the property and space comprising all of the Units thereof as defined and set forth in said Declaration and survey), as amended from time to time, which percentage shall automatically change in accordance with Declarations as same are filed of record pursuant to the Declaration, and together with additional Common Elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

This deed is given on the conditional limitation that the percentage of ownership of said Grantee in the Common Elements shall be divested pro tanto and vest in the Grantees of the other units in accordance with the terms of the Declaration and any Amended Declarations recorded pursuant thereto, and right of revocation is also hereby reserved to the Grantor herein to accomplish this result. The acceptance of this conveyance by the Grantee shall be deemed an agreement within the contemplation of the Condominium Property Act of the State of Illinois to a shifting of the Common Elements pursuant to the Declaration and to all the other terms of the Declaration, which is hereby incorporated herein by reference thereto, and to all the terms of each Amended Declaration pursuant thereto.

Grantor also hereby grants to 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, and in the Declaration of Easements, Restrictions and Covenants for The Groves of Hidden Creek Community Association ("Homeowner's Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22827822; as amended from time to time.

Grantor also releases to Grantee, its successors and assigns, any and all right, title and interest in and to an easement for access, ingress and egress over an area marked or identified as "66 ft Easement for ingress, egress, public utilities, including sewer, water and gas" on Exhibit E to the Declaration.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the Declaration and the Homeowner's Declaration the same as though the provisions of the Declaration and the Homeowner's Declaration were recited and stipulated at length herein.

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UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF Cook

ss.

I, _____ the undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

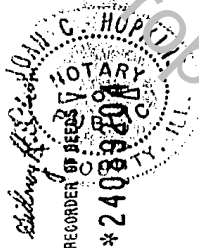
Joseph A. O'Brien, a bachelor

personally known to me to be the same person whose name is _____
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he _____ signed, sealed and delivered the said instrument
as his _____ 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 16th day of
August A. D. 19 77

John C. Rappaport
Notary Public

My commission expires October 8, 1980



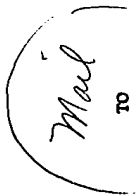
COOK COUNTY, ILLINOIS
FILED FOR RECORD

SEP 2 9 00 AM '77

TRUST NO. _____

Deed in Trust

WARRANTY DEED



TO

PALATINE NATIONAL BANK
PALATINE, ILLINOIS

TRUSTEE

TR 101 FORM 637 BANKCOM, INC.

END OF RECORDED DOCUMENT