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THIS INDENTURE, made this 13th day of November, 1990, 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 8th day of April, 1987, and known as Trust Number 11044, party of the first part, and Standard Bank & Trust Company, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of October, 1989, and known as Trust Number 12796, party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 123 in Gallagher and Henry's Brittany Glen Unit 1, a subdivision of part of the West 1/2 of the South East 1/4 of Section 23, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.  
P.I.N.: 23-32-110-010-0000  
Common Address: 13240 Georgetown Drive, Orland Park, Illinois

**FENCES:** No fence or other non-residential structure shall be created 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. Said 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 limited to fifty percent (50%) opacity. Fencing materials shall be limited to painted or stained wood, wrought iron, aluminum, or vinyl coated cyclone fencing. No un-coated cyclone fences are allowed. 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 the Architectural Review Committee for approval in accordance with the Declaration of Covenants, Conditions and Restrictions for said subdivision.

**Subject to:** All purchasers shall be responsible for maintenance of street lighting, parks and retention areas through their homeowner's association for Brittany Glen.

**Subject to:** General real estate taxes for the year 1990 and subsequent years, 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 THE REVERSE SIDE 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 related in said county.

IN WITNESS WHEREOF, said party of the first part has caused its 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.

STANDARD BANK AND TRUST COMPANY  
as Trustee, as aforesaid, and not personally,

By Patricia A. Brankin  
PATRICIA A. BRANKIN - Assistant Trust Officer  
Attest Marion Shallow  
MARION SHALLOW ASSISTANT SECRETARY

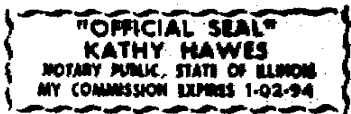
STATE OF ILLINOIS, COUNTY OF COOK

SS. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Patricia A. Brankin and Marion Shallow, Trust Officer and Assistant Secretary of the STANDARD BANK AND TRUST COMPANY, an Illinois corporation Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Standard Bank and Trust Company caused the corporate seal of said Standard Bank and Trust Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

Assistant Trust Officer

This instrument prepared by: Kathy Hawes  
Standard Bank and Trust Company  
2400 West 95th Street  
Evergreen Park, IL 60642

Given under my hand and Notary Seal.



Dated November 14, 1990,  
Notary Public Kathy Hawes

DEIVERY INSTRUCTIONS  
NAME Standard Bank and Trust Company  
STREET 2400 West 95th Street  
CITY  Evergreen Park, IL 60642  
OR

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

RECORDER'S OFFICE BOX NUMBER

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
150.00  
Document Number 90563379

# UNOFFICIAL COPY

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, to vacate any subdivision or part thereof, and to subdivide 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, to 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 lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any lease 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 option 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, to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or other rights of any kind, to release, convey or assign any right, title or interest in or about or interest 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 do 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 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, mortgage, lease or other instrument, (a) made 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) or such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in all amendments thereto, 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, mortgage, lease, or any 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 his, his or their predecessor in trust.

The 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 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 of the debt 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 in 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 Trustee the entire legal and equitable title in fee simple, in and to all of the said 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.

Property of [illegible]