

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,
 Since Remarried,
 of the County of Cook and State of Illinois, for and in consideration
 of the sum of TEN (\$10.00) Dollars (\$10.00),
 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys
 and Warrant **S**unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking
 association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust
 Agreement, dated the 5th day of July 1990, and known as Trust Number 112272-04,
 the following described real estate in the County of Cook and State of Illinois, to wit:

See Attached Legal Description

Property of Cook County

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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 fully, completely, forever, and subordinate said real estate or any part thereof, to dedicate, park, street, highway, or alleys, to create an subdivision or part thereof, and to consolidate said real estate or other as desired, or contract to sell, to grant options to purchase, to sell on any terms or leases, either with or without condition to convey said real estate or any part thereof, to a successor or successors to said Trustee, and to grant to such successor or successors to trust all of the title, estate, powers and authorities vested in said Trustee, to Convey, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease and rent estate, or any part thereof, from time to time, in possession or retention, by lease or otherwise, to present or in future and upon any terms, and for any period of time, not exceeding in the sum of any single deposit or payment, five years, and to renew or extend any such term, for any period of time, and to exercise all rights, powers and options to purchase the whole or any part of the reservation 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 whomsoever or of what ever kind, to release, convey or assign any right, title and interest in or about or pertaining to said real estate or any part thereof, 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 person having the same to do at the time, whether similar to or different from the ways above specified, at any time after this creation.

In no case shall any party dealing with said Trustee, or any successor in title, 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 title, be obliged to see to the application of any purchase money, rents or money borrowed or advanced to said real estate, or be obliged to see that the terms of any trust have been complied with or be obliged to inquire into the title, history, validity, expediency, or any other matter relating to the title, or any other matter relating to said Trustee, or any other donee, trustee, mortgagee, lessee, or other instrument executed by said Trustee, or any successor in title, in relation to said real estate, shall be conclusive evidence in law of every action, including the Register of Titles of said county, holding open 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 restrictions contained in this Indenture and in said Trust Agreement, or in all amendments thereto, and (c) that the said beneficiaries, successors, or that said Trustee, or any successor in title, was duly appointed and empowered to make and deliver such conveyance, or mortgage, or other instrument and (d) that such conveyance or instrument was properly executed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its title or their predecessor in title.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors or successors to Trustee, shall have any personal liability or be subject to any claim, judgment, or decree of any kind, in respect of or by reason of any act, omission, or default, or any other matter relating to the execution 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, and all such liability being hereby expressly waived and released, also contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced by no one in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in his 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 personal property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations, whenever and whenever 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 hereinunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, accretions 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 hereinunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, accretions and proceeds thereof as aforesaid, the intention being, failing to vest in said American National Bank and Trust Company of Chicago, the entire legal and equitable title in fee simple, in and to all the real estate above described.

If the title to any of the above real estate is lost or hereafter registered, the Register of Titles is hereby directed not to register or not to record 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, **BRENDA BOWMAN**, hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statute of the State of Illinois, providing for exemption or豁免 from rate or excise tax or otherwise.

In Witness Whereof, the grantor, **BRENDA BOWMAN**, hereto set her hand, and

seal this 5th day of July 1990.

BRENDA BOWMAN [seal] [seal]

BRENDA BOWMAN [seal] [seal]

STATE OF Illinois, **MARY M. LUSA**, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that **BRENDA BOWMAN, Divorced** and Not Since Remarried

personally known to me to be the same person, whose name is **MARY M. LUSA**, subscribed to the foregoing instrument, appeared before me this day of June 15, 1994, and acknowledged that she is free and voluntary act, for the uses and purposes therein set forth, including the seal and waiver **MARY M. LUSA**.

Notary Public, State of Illinois
My Commission Expires June 15, 1994

My Commission Expires June 15, 1994

John LUSA
225 N. LASALLE
#1160 60601 SUITE 1200

June 15, 1994

1924 Hidden Creek Circle, Palatine, IL

For information only insert street address of
above described property.

This space for affixing Rider and Revenue Stamps

Exempt under Real Estate Transfer Tax Act Sec. 4
Cook County Ord. 95104 **13**

Date **6-6**
Par. **6-6**
Date **6-6**
Par. **6-6**

Document Number
30325224

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90315324

UNOFFICIAL COPY

Permanent Real Estate Tax # 02-01-400-018-1007

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Grantor also grants to Grantee, its successors and assigns,
an easement for access, ingress and egress over an area marked or
included as "66 ft Easement for Ingress, egress, public utilities,
and Grantor reserves to itself, its successors and assigns,

described herein,
Homeowner's Declaration for the benefit of the remaining property
the rights and easements set forth in the Declaration and the
time, and Grantor reserves to itself, its successors and assigns,
itself as Document No. 22827822; as amended from time to
recorded in the Office of the Recorder of Deeds of Cook County,
of Hidden Creek Community Association ("Homeowner's Declaration")
ratlon of Easements, Restrictions and Covenants for The Groves
of said property set forth in the Declaration, and in the Declara-
tion of real estate, the rights and easements for the benefit
and assignees, as rights and easements appurtenant to the above
Grantor also hereby grants to Grantee, its successor

to all the terms of each amended Declaration pursuant thereto,
which is hereby incorporated herein by reference thereto, and
the Declaration and to all other terms of the Declaration,
of Illinois to a shifting of the Common Elements pursuant to
the contemplation of the Condominium Property Act of the State
veyance by the Grantee shall be deemed an agreement within
hidden to accomplish this result, the acceptance of this con-
and right of revocation is also hereby reserved to the Grantor
cation and any amended Declaration recorded pursuant thereto,
of the other units in accordance with the terms of the Declaration
Elements shall be divided pro rata and vest in the Grantee
the percentage of ownership of said Grantee in the Common

This deed is given on the conditional limitation that the
such amended Declaration as though conveyed hereby. (1777) 199
be deemed to be conveyable effective on the recording of each
amended Declarations, which percentages shall automatically
are fixed of record, in the percentages set forth in such
which additional Common Elements as such Amended Declarations
are filled of record pursuant to the Declaration, and together
automatically change in accordance with Declarations as same
ratlon, as amended from time to time, which percentage shall
increase in the Common Elements as set forth in the Decla-

Document No. 23517637, together with its undivided percentage
in the Office of the Recorder of Deeds, Cook County, Illinois as
La Salle National Bank, as trustee under Trust No. 44398, recorded
Grover of Hidden Creek Condominium II ("Declaration") made by
and of Easements, Restrictions and Covenants and by-laws for The
attached as Exhibit B to the Declaration of Condominium Ownership
Principal Meridian in Cook County, Illinois, which survey is
of Section I, Township 42 North, Range 10, East of the Third
as delineated on a survey of a part of the Southeast quarter

Unit No. 7-76 in THE GROVES OF HIDDEN CREEK CONDOMINIUM II



90355

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