

DEED IN TRUST

UNOFFICIAL COPY

94940828

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Clearview Construction Corporation, an Illinois Corporation and State of Illinois, for and in

of the County of Cook 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

S and Warrant S unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of

a certain Trust Agreement, dated the 19th day of October

19 94, and known as Trust Number # 94-5367

County of Cook and State of Illinois, to wit:

15-15-847
SIRUS IS NO. BEFORGEISF AND IT IS HEREBY CERTIFIED AND PROVED TO THIS
COOK COUNTY, ILLINOIS, THE 19TH DAY OF OCTOBER, 1994, THAT THE FOREGOING INSTRUMENT
RECORDED AS A DEED, IN THE RECORDS OF THE COOK COUNTY CLERK'S OFFICE, AT THE PLACE AND DATE
RECORDED AS BEFOREGOING, AND IS MADE A PUBLIC RECORD AS AN "A" RECORD
AT THIS PLACE AND DATE, AND IS MADE A PUBLIC RECORD AS AN "A" RECORD
ON TAX NUMBER 27032400-0215 AT ADDRESS, ORLAND PARK, IL 60462
Property: 18116 John Charles Drive, Orland Park, IL 60462

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See Reverse Side For Legal description

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 by the Grantor to the 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 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 a reservation 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 the estate, powers and authorities vested in said Trustee; to donate; to dedicate; in 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 not exceeding, in the case of any single demise, the term of 19 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify, enter into the terms and provisions thereof at any time or times hereafter, in contract to make leases and to grant options, in leases and options to renew, leases and options, to purchase the whole or any part of the reversion and in contracts 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, assign, mortgage, hypothecate, or alienate any part of said real estate or any part thereof, to create debts, and to hold real estate and every part thereof in all other ways and for all other considerations which it should be lawful for any person making 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 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, 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 taken at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, so that such conveyance, lease or other instrument was executed in accordance with the trust conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto; if any, and binding upon all beneficiaries thereunder, so that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver over such deed, trust deed, lease, mortgage or other instrument and 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 conditions that, neither the Trustee, individually, nor its successor or successors in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for, by 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 persons or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any claim, 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-beneficiary or by said Trustee as its attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the election of the Trustee, in its own name, as Trustee of an "a" trust and not individually and the Trustee shall have no obligation whatsoever, with respect to any such contract, obligation or indebtedness, except so far as the trust, powers and funds, in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whomsoever and whencever so ever 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 entitled under them or any of them shall be only in the earnings, and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby limited to personal property, and no beneficiary hereunder shall have any interest, legal or equitable, in the title to said real estate, which is held by the then-beneficiary and prior thereto as aforesaid, the intention hereof being to limit the title in said Heritage Trust Company, the title being an equal title in simple, joint tenancy, to all 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 swear 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, I, 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 exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor, Susan Lenart, has hereunto set her hand and

Seal this 19th day of October, 1994.

Clearview Construction Corporation, 1994-A, Seal by Peter Voss, President

Attest: Peter Voss, Jr., Secretary

Peter Voss, Jr., Secretary

STATE OF Illinois, Notary Public in and for said

County of Cook, County, in the State aforesaid, do hereby certify that Peter Voss and

Peter Voss, Jr., President and Secretary of the Clearview

Construction Corporation

"OFFICIAL SEAL"
SUSAN LENART
Notary Public, State of Illinois.
My Commission Expires Aug. 20, 1995

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 they signed, sealed and delivered the said instrument as their
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

19th day of October, A.D. 94, 19

Susan Lenart

Notary Public

My commission expires 8/20/95

GRANTEE:

HERITAGE TRUST COMPANY
17500 Oak Park Avenue
Tinley Park, Illinois 60477

18116 John Charles Drive
Orland Park, IL 60462

For information only insert street address of
above described property.

This space for affixing Riders and Revenue Stamps

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Document Number

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Unit 2 Eagle Ridge Condominium Unit II, as delineated on a survey of the following described real estate; That part of the Southeast quarter of Section 32, Township 36 North, Range 12, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 91315399 and as amended from time to time together with its undivided percentage interest in the Common Elements, in Cook County, Illinois.

Permanent Index Number: 27-32-400-021

Property Address: 18116 John Charles Drive, Orland Park, Illinois

Grantor also hereby grants to the 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 of Condominium aforesaid and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

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

This Deed is conveyed on the conditional limitation that the percentage of ownership of said Grantees in the common elements shall be divested pro tanto and vest in the Grantees of the other units in accordance with the terms of said Declaration and any amended Declarations recorded pursuant thereto and the right of revocation is also hereby reserved to the Grantor herein to accomplish this result. The acceptance of this conveyance by the Grantees 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 said Declaration which is hereby incorporated herein by reference thereto and to all the terms of each amended Declaration recorded pursuant thereto.

COOK
CO. 016
058037



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
★★★
NOV-3'94 DEPT-OF
REVENUE 158.00

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP NOV-3'94
F.B.I.424
73.00

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