

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Clearview Construction Corporation, an Illinois Corporation 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 unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 8th day of October 1991, and known as Trust Number 91-4362, the following described real estate in the County of Cook and State of Illinois, to-wit:

See Reverse Side For Legal Description

Property: 17845 Maine Court, Orland Park, IL 60462
Tax No: 87-32-100-001

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 as any part thereof, to dedicate parks, streets, highways and alleys and to execute any subdivisions of the same, and to convey said real estate as often as desired, in trust or in fee, to grant options to purchase, to sell or to lease, to convey with or without conditions, 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 any 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 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 a segment 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 inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into 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 (as 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, for 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, to 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 that 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 conditions that neither said Trust Company, 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 any debt or liability of or for the grantor or for 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 instrument thereunder, or for claims or debts incurred 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 whatsoever and whomever 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 or any part thereof, as well as the avails and proceeds thereof, nor shall the intention hereof being in said Heritage Trust Company the entire legal and equitable title in and to 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.

And the said grantor hereby expressly waives, and releases any and all right or benefit under and by virtue of, and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

Witness my hand and seal this 28th day of October 1994 at Orland Park, Illinois.
Clearview Construction Corporation (REAL)
By Peter Voss, Pres. (REAL) Attest: Peter Voss, Jr. Sec. (REAL)

STATE OF Illinois, I, Susan Lenart, a 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

personally known to me to be the same person whose name are 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 28th day of October A.D. 1994
Susan Lenart, Notary Public
My commission expires 8/20/95

GRANTEE: HERITAGE TRUST COMPANY
1700 Oak Park Avenue
Orland Park, Illinois 60462

For information only insert street address of above described property.

This Document Prepared By: Atty. Harry E. DeBruyn
15252 S. Harlem Avenue
Orland Park, IL 60462

Space for officiating Officers and Revenue Stamp

94960158

Document Number

UNOFFICIAL COPY

Unit 17 in Eagle Ridge Condominium Unit IV as delineated on a survey of the following described real estate: That part of Lot 3 in Eagle Ridge Estates, being a subdivision of part of the Northwest quarter of Section 32, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded in the Office of the Recorder of Deeds in Cook County, Illinois, as Document Number 94853963 together with its undivided percentage interest in the common elements.

Permanent Index Number: 27-32-100-001

Property Address: 17845 Maine Court, 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.

94960158

Cook
CO. NO. 016

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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 10 '94
DEPT. OF REVENUE
170.00

5 5 0 0 0

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP
NOV 10 1994
P.S. 11424
65.00

COOK COUNTY, ILLINOIS
FILED FOR RECORD

94 NOV 10 PM 1:40

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Mail
James Shepard
7235 W. 103rd
Palmer Hill, IL 60465

94960158

BOX 333-CTI