

DEED IN TRUST

UNOFFICIAL COPY

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **Clearview Construction 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 **20th** day of **January** 19 **95**, and known as Trust Number **95-5478**, the following described real estate **Cook** County of **Cook** and State of **Illinois**, to-wit:

See Reverse Side For Legal Description

Plat **11137 Wisconsin Court, Orland Park, IL**
Tax No. **27-32-100-001**

Cook County

REAL ESTATE TRANSFERTAX

KEYNOTE

NAME

DATE

FEB 10 1995



52.50

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 and with

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 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 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 and to sublease, 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 single lease the term of 999 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 premises 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 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 any such lease or mortgage 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 so 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, so that such successor or successors in trust shall be conclusively bound by the terms, conditions and limitations contained in this Indenture and in said Trust Agreement and in all amendments thereto, and no binding upon all beneficiaries hereunder, so that said Trustee, or any successor in trust, was fully authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that 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 Heritage Trust Company, individually or as Trustee for 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 continuing 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 under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for all purposes, or at the election of the Trustee, in its own name, as Trustee, in 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, assets 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 earnings, assets and proceeds thereof as aforesaid, the intention hereby being to vest in said Heritage Trust Company 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 in 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 S and releases S 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 S **Clearview Construction Corporation** aforesaid by **Peter Voss** their hand S **Peter Voss, Pres.** and seal S **Peter Voss, Jr., Sec.** this **20th** day of **January** 19 **95**

Attest: **Peter Voss, Jr., Sec.**

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, President and Peter Voss, Jr., Secretary of the Clearview Construction Corporation**

personally known to me to be the same person S whose name S 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 **20th** day of **January** A D 19 **95**

Susan Lenart Notary Public

My commission expires **8/20/95**

"OFFICIAL SEAL"
SUSAN LENART

Notary Public, State of Illinois

My Commission Expires Aug 20, 1995

GRANTEE: **A Return To:**

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

For information only insert street address of above described property

BOX 333-CTI

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Unit 1B and Garage Unit 1B in Building 10 in Eagle Ridge II Condominiums as delineated on a survey of the following described real estate: Lot 2 in Eagle Ridge Estates, being a subdivision of part of the Northwest 1/4 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, Cook County, Illinois as Document Number 94869881 together with its undivided percentage interest in the common elements.

Permanent Index Number: 27-32-100-001

Property Address: 11137 Wisconsin 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.

COOK COUNTY RECORDER
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