## UNOFFICIAL COPY

TRUSTRE'S QUIT-CLAIM DEED IN TRUST
THIS INDENTURE, made this 21st day
April of, 19 95 , between
STANDARD BANK AND TRUST COMPANY, a cor-
poration 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 person-
ally 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 ,
19_87 AND KNOWN AS Trust Number
11044, party of the first part, and,

995307005

DEPT-01 RECURDING \$25.00 T+0012 TRAN 4029 05/10/95 11:37:00 48732 + JM \*-95-307005

COOK COUNTY RECORDER

75-56-178 WO CE

Heritage Tryat Company

as Trustee under the provisions of a certain Trust Agreement, dated the 11th day of March 1985, and known as Trust Number 2358, party of the second part, WITNESSETH, that said party of the first part, in consideration of the sum of TEN DOLLARS and 19230 (\$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 112 in Gallagher and Henry's Brittany Glen Unit 1 Final Planned Unit Development Plat, a part of the West 1/2 of the South East 1/4 of Section 32; Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 23-32-411-026-0000

Common Address: 13122 Brittany Drive, Orland Park, IL 60462

FENCES: No fence or other non-residential structure shall be erected or maintained on any lot in the Subdivision which stall 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 algher than four (4) feet, except for swimming pool enclosures, which in no event shall gaid 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 correr 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 necessar, 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 should the specific location and specifications for same shall be submitted to the Archicectural 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. No out building or sheds will be allowed.

Brittany Glen. No out building or sneam will be allowed.

Subject to: General Real Estate taxes for the year 1994 and all subsequent years.

together with the tenements and appurenances thereunto belonging.

SEE OTHER SIDE

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 PAGE THREE 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 registered in said county.

RAX 333-CTI

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N WITNESS WHEREOF,	said party of the first par	has caused its c	corporate sear to be ne	ercto affixed, and has	caused its name to be
igned to these presents by	AVP & T.O.	and attested by	T.O.		ar first above written.

Prepared by: Marlene Hebert STANDARD BANK AND TRUST COMPANY 7800 WEST 95th STREET HICKORY HILLS, IL 60457 As Trustee, as sforesaid, and not personally.

By Bridgette W. Scanlan, AVP & T.O.

Attest: Brian/M. Granato, V.O.

SUBJECT TO: (continued from other side)

\$2,000.00 deposit for street and street curb damage. Street and curbs will be video taped before construction will begin and deposit returned after building is occupied minus any cost for damages that may occur.

Upon Orchard Hill Building Company waiving the \$2,000.00 street and curb damage deposit, McNaughton Development guarantees payment for any damages that may occur during construction.

\$2,000.00 is required for foundation grade. The foundation grade will be set by Occnard Hill Building Company and to be verified on a spotted survey by the surveyor. The \$2,000.00 deposit will be returned when Orchard Hill Building Company occaives the spotted survey.

Upon Orchard Hill Building Company waiving the \$2,000.00 spot survey deposit, McNaughton Development gurantees delivery of survey upon receipt thereof and Orchard Hill Building Company and McNaughton will mutually agree upon and set the top of foundation grade.

Construction will begin within 180 days of closing.

The plans will be submitted to Orchard Hill Building Company for architectural review and approval. Construction will not start until approval has been given.

The building will have a minimum of 3200 S.F. of living space excluding garage and basement area.

The building will have face brick on all sides to the eaves unless the design and material are approved by Orchard Hill Building Company.

Purchasers will be allowed 250 yards of black dirt to grade lot.

Purchasers will remove any excess soil or debris from the subdivision at completion of construction.

It is understood that purchaser is prohibited from posting any flags or signage of any type, either private or relating to a Real or for the purposes of advertising or marketing. Failure to comply with this request shall cause the forfeiture of any and all bond monies held by Orchard Hill Building Company. McNaughton Development gurantess compliance with these terms.

## STATE OF ILLINOIS, COUNTY OF COOK}

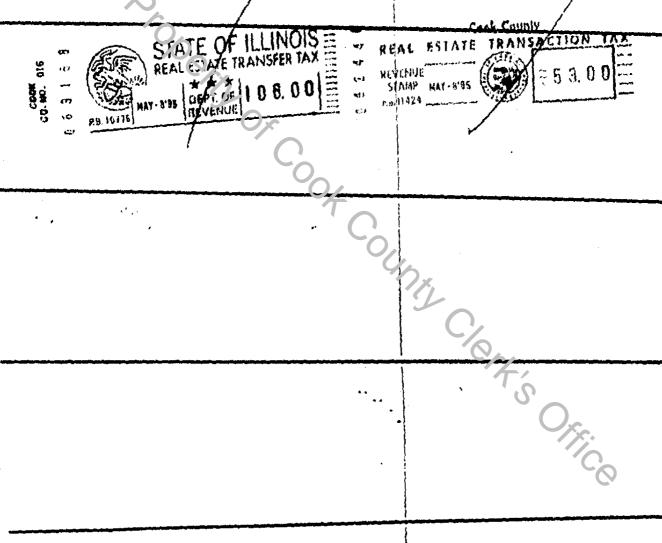
I, the Bridgette	undersigned, a notary public in and f W. Scanlan of the STANDARI	for said County D BANK AND 1	, in the State afore RUST COMPANY a	said. DO HERI nd. Brian M.	EBY CER Granato	TIFY, that
said Comapny	personally known to me to be the san	ne persons who	se names are subsci	ribed to the fore	going ins	arument as
	FOandT.O, respectively, appeared					
ered the said is	strument as their own free and voluntary a	act, and as the fr	ee and voluntary act o	of said Company,	for the us	ses and pur-
	t forth; and the saidT.Qdid also					
of said Compa	y did affix the said corporate seal of said	company to sai	d instrument ashis	own free and	voluntary	act, and as
	untary act of said Company, for the uses a					
Civan	under my hand and Material Coal this	24th	day of	April	10	95

MAIL TO: Heritage Trust Co. 17500 S. Oak Park Ave. Tinley Park, 11. 60477

OFFICIAL SEAL DIANE M. NOLAN Notary Public, State of Illinois My Commission Expires 2-08-97

Diana W Notary Publi

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## **UNOFFICIAL COPY**

Cooperation of the contract of

GIVE LEDGE