

DEED IN TRUST



The GRANTORS, THOMAS C. FARINELLA and LORRAINE C. FARINELLA, his wife, of 1580 Birch Lane, of the City of Park Ridge, County of Cook, State of Illinois, for and in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby CONVEY and QUIT CLAIM to THOMAS C. FARINELLA, of 1580 Birch Lane, Park Ridge, IL, as trustee of the THOMAS C. FARINELLA DECLARATION OF TRUST

dated October 10, 2001, as to an undivided 50% interest, and LORRAINE C. FARINELLA, of 1580 Birch Lane, Park Ridge, IL, as trustee of the LORRAINE C. FARINELLA DECLARATION OF TRUST dated October 10, 2001 as to an undivided 50% interest, as tenants in common, and to any and all successors as Trustee appointed under said Trust Agreements, or who may be legally appointed, the following described real estate: (See reverse side for legal description.)

Permanent Index Number (PIN): 09-19-206-051

Exempt deed or instrument eligible for recordation without payment of tax.

Address of Real Estate: 875 South Sixth Avenue, Des Plaines, IL

*Subd 10-10-01*

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and for the following uses:

City of Des Plaines

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof, (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, street, highways or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to inquire into the powers and authority of the Trustee, and the execution of every contract, option deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument, that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note in the Certificate of Title, duplicate thereof, or memorial, the words "in trust" or upon condition", or "with limitation", or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

# UNOFFICIAL COPY

0011002782

The Grantors hereby waive and release any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

DATED this 10<sup>th</sup> day of October, 2001.

Thomas C. Farinella  
THOMAS C. FARINELLA

Lorraine C. Farinella  
LORRAINE C. FARINELLA

State of Illinois I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY  
County of Cook SS. CERTIFY that **THOMAS C. FARINELLA and LORRAINE C. FARINELLA**, his wife,  
personally known to me to be the same persons whose names 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  
including the release and waiver of the right of homestead.



Given under my hand and official seal, this 10<sup>th</sup> day of October, 2001.

Commission expires January 8, 2005 Donald A. Smith  
Notary Public

This instrument was prepared by: Donald A. Smith, Esquire, Suite 800, Golf Mill Prof. Bldg., Niles, IL, 60714

### LEGAL DESCRIPTION

THE NORTH 30 FEET OF LOT 41 AND LOT 42 (EXCEPT THE NORTH 13 FEET THEREOF) IN BLOCK 6 IN DES PLAINES VILLAS, A RESUBDIVISION OF CERTAIN LOTS AND BLOCKS IN HOMERICAN VILLAS, SAID HOMERICAN VILLAS BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20 (EXCEPT THE EASTERLY 503.0 FEET MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) ALSO THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19 (EXCEPT THE WEST 173.0 FEET THEREOF), ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Mail To Donald A. Smith, Esq.  
Suite 800, Golf Mill Professional Building  
Niles, IL 60714

Send subsequent tax bills to:  
Mr. and Mrs. Thomas C. Farinella  
1580 Birch Lane  
Park Ridge, IL 60068  
Exempt under provisions of  
Paragraph C, Section 4,  
Real Estate Transfer Tax Act

OR Recorder's Office Box No. \_\_\_\_\_

10/10/01 Dated Donald A. Smith Attorney for Grantor

UNOFFICIAL COPY  
STATEMENT BY GRANTOR AND GRANTEE

0011002782

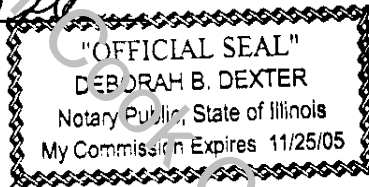
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated Oct. 10, 2001

Signature: Deborah B. Dexter  
Grantor or agent

Subscribed and sworn to  
before me this 10th day  
of October, 2001.

Deborah B. Dexter  
Notary Public



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated Oct. 10, 2001

Signature: Deborah B. Dexter  
Grantee or agent

Subscribed and sworn to  
before me this 10th day  
of October, 2001.

Deborah B. Dexter  
Notary Public

