

UNOFFICIAL COPY

RECORD & RETURN TO THE FILES FOR RECORD

RECORDED BY 21409044

CHARGE C. T. & T. CO. TRUST, 56725

MAR 1 1971 3 02 PM

21409044



WARRANTY DEED IN TRUST

21.409 044

Entered in Lot Book

Form 91 R 1/70

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor S ANTHONY AMIRANTE and ALVINA AMIRANTE, his wife of the County of Cook and State of Illinois for and in consideration of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto the CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, whose address is 111 West Washington Street, Chicago, Illinois 60602, as Trustee under the provisions of a trust agreement dated the 26th day of February 1971, known as Trust Number 56725 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 in Owners Resubdivision of Lots 1 to 9 inclusive, Lots 13 to 16 inclusive and Lots 28 to 42 inclusive in Block 5 in Keeney and Penberthy's Addition to Pennock in the Southeast Quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to general real estate taxes for the years 1970 and 1971; and subject to and assuming the unpaid balance of the existing recorded mortgage.

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to said 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, in present or 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 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 lease 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, a partition or to exchange said property, 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 premises or any part thereof, and to deal with said property 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 do, 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust are complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, as if at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect. (b) This 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 some amendment thereof and binds upon all beneficiaries thereunder. (c) That said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or assignee 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.

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds thereof as aforesaid. If the title to any of the above lands 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 S 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and seals the 26th day of FEBRUARY 1971.

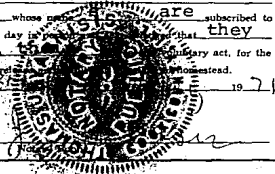
Anthony Amirante (Seal)
ANTHONY AMIRANTE
Alvina Amirante (Seal)
ALVINA AMIRANTE

(Seal)
(Seal)

State of Illinois } 1. THOMAS J. YAGNISIS, Notary Public in and for said County, in
County of Cook } ss. the state aforesaid, do hereby certify that
ANTHONY AMIRANTE and ALVINA AMIRANTE, his wife

personally known to me to be the same person S whose name is subscribed to the foregoing instrument, appeared before me this day in person and that they signed, sealed and delivered the said instrument as a voluntary act, for the uses and purposes therein set forth, including the payment of the mortgage mentioned. Given under my hand and notarial seal this 26th day of FEBRUARY 1971.

Thomas J. Yagnisis



Form 91

After recording return to:
Chicago Title and Trust Company
Box 533

For information only insert street address of above described property.

2037
CO. NO. 016
6 5 5 3 3
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
0 6 5 0

This space for affixing Title and Revenue Stamps

Doc. and Number

21409044

END OF RECORDED DOCUMENT