

# UNOFFICIAL COPY

## DEED IN TRUST

21. 884 601

61-09-287  
433.2

Form 191 Rev. 5-63

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, James Alletto and Carmella Alletto, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100ths----- Dollars (\$ 10.00 ), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto Palos Bank and Trust Company, a corporation of Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of April 19 71, and known as Trust Number 1-0220, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 11 and 12 and Lot 13 (except the South 9 feet thereof) in Block 5 in Premier's Addition to Morgan Park, being a subdivision of the Northeast quarter of the Southeast quarter (except the Northwest 2-1/2 acres) of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois



TO HAVE AND TO HOLD the said real estate with the appurtenances to 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 or any part thereof, to dedicate parks, streets, highways or alleys, to locate any subdivision of part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or 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, 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 said real estate, or any part thereof, from time to time, in possession or reversion, to lease to commence in the present or in the future and upon any term 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 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 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 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, 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 to the terms of this trust 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, (a) 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, (b) 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, the number, (c) 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 (d) 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 the, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, 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 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 thereof, 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 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 purpose, or, at the direction 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 in far as the actual possession of the Trustee shall be applicable for all purposes and discharge thereof). All persons and corporations whosoever and whatsoever shall be charged with notice of this condition from the date of the filing 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, profits 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, trust or equitable, in or to said real estate as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago 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 restated, the Registrar of Titles is hereby directed not to register or note in the office of title or duplicate thereof, or personal, 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 exemption or homesteads from sale or execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and seals this 6th day of March 19 71

James Alletto  
Carmella Alletto

STATE OF Illinois } I, DAVID M. OPAS  
COUNTY OF Cook } S. J. Krzeminski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Alletto and Carmella Alletto, his wife

personally known to me to be the same person S whose name S are they 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 7th day of April 1971

My commission expires...  
Palos Bank and Trust Company of Chicago  
21.884.601

This space for affixing Riders and Revenue Stamps  
 NO TAXABLE CONSIDERATION  
 Document Number 21 884 601

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*William A. Olson*  
RECORDER OF DEEDS

MAY 1 '72 10 36 AM

21884601

Property of Cook County Clerk's Office

Name: Palmer Bank & Trust Co  
Address: 12321 Harlem  
City: Palmer Heights, Illinois  
FORM 104  
533

END OF RECORDED DOCUMENT