

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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THIS INDENTURE WITNESSETH, That the Grantor, Frank Battaglia and Betty Ann Battaglia, His Wife AND Charles R. Battaglia and Gladys O. Battaglia, His Wife 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 to MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 30th day of July 1970, and known as Trust Number 70-07-442, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 4 in Block 5 in Race's Subdivision of the East half of the North West quarter of the North East quarter and the West half of the North East quarter of the North East quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, lying North of Elston Road in Cook County, Illinois. **

Permanent Tax No. 13-23-210-004

500 MAIL

SUBJECT TO

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.

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 any 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, or to mortgage, lease or otherwise encumber said real estate or any part thereof, and to renew or extend leases upon any terms and for any periods of time, not exceeding in the case of any single demise the term of 99 years, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to lease 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, 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, to, or out of, or for or against appurtenances to said real estate or any part thereof, and to do all things which may be necessary or expedient to carry out the purposes of this Indenture and in said Trust Agreement.

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 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 a 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, 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 delivery thereof the trust created by this Indenture was in full force and effect, (b) that such conveyance or instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement in all amendments thereof, if any, and binding upon all beneficiaries thereof, (c) that said Trustee, or any successor in trust, was authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and (d) if the conveyance made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with the title, estate, rights, powers, authorities, duties and obligations of the Trustee, or his or her successor in trust.

This conveyance is made upon the express understanding and condition that neither the Midwest Bank and Trust Company, Inc. nor its successor or successors in trust shall incur any personal liability, or be subjected to any claim, judgment or execution 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 said Trust Agreement or any amendment thereto, or for injury to person or property, happening in or about said real estate, an all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred or entered into by the Trustee, or any successor in trust, in relation to said real estate, shall be the responsibility of the Trustee, or his or her successor in trust, and shall not be a liability of the Trustee, or his or her successor in trust, individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof) and 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, avails 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Midwest Bank and Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

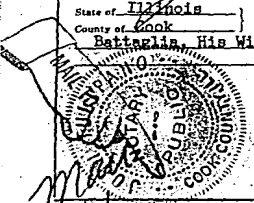
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles in hereby directed to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving a registered land is in accordance with the true intent and meaning of the trust.

And the said grantors hereby expressly waive, release, and all right or benefit under and be void 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 aforesaid have hereunto set their hands and seals this 30th day of July 1970.

Frank Battaglia (SEAL) Gladys O. Battaglia (SEAL) Betty Ann Battaglia (SEAL) Charles R. Battaglia (SEAL)

State of Illinois ss. I, John Tulipano, a Notary Public in and for said County, in County of Cook do hereby certify that Frank Battaglia and Betty Ann Battaglia, His Wife AND Charles R. Battaglia and Gladys O. Battaglia, His Wife



personally known to me to be the same person whose name is 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 30 day of July 1970. John Tulipano, Notary Public

GRANTEE'S ADDRESS: Midwest Bank and Trust Company 1605 N. MARLEN Elmwood Park, Illinois 60635

3851 North St. Louis Chicago, Illinois For information only insert street address of above described property.

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 2.000

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END OF RECORDED DOCUMENT