

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

RECORDED OF DEEDS
COOK COUNTY, ILLINOIS
FILED FOR RECORD
1972 SEP 8 PM 12 24
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SEP--8-72 497617 • 22043430 u A Rec 5.00

FORM 403 BANKFORMS, INC.

THIS INDENTURE WITNESSETH, That the Grantor,
Gaetano G. Marino & Rose Ann Marino, his wife, as joint tenants
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 Warranty unto 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
26th day of August 1972, and known as Trust Number
72-08-879, the following described real estate in the County of Cook and State
of Illinois, to-wit:

The South 5 feet of lot 3 and all of lot 4 in block 53 in Schumacher
Gradingers addition to Chicago a subdivision of that part of the
East 1/2 of the South East 1/4 of section 25, township 40 North,
range 12 East of the Third Principal Meridian lying North of Grand
Avenue (except 2 acres described as commencing at the North East
corner of said South East 1/4 of section 25, thence West 20 rods,
thence South 16 rods, thence East 20 rods and the North 16 rods to
the plat of beginning) in Cook County, Illinois.***

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 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, estate,
powers and authorities vested in said Trustee, to donate, to mortgage, to 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, by leases to commence in present or in
future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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, 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, 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 such other considerations as it would be lawful for any person
owning the same to deal 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 that 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 constitute 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 thereunder, (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 condition that neither the Midwest Bank and Trust Company, 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 thereto, 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 purposes, or at the election of the Trustee, in its own name. The 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
so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All
persons and corporations whatsoever 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 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 limitation," 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 the said real estate
is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor s aforesaid have herunto set their hand s at
seal s this 26th day of August 1972

Gaetano G. Marino (SEAL) Rose Ann Marino (SEAL)
(SEAL) (SEAL)

State of Illinois } ss. Jeannine Du Pass Notary Public in and for said County, in
County of Cook } the state aforesaid, do hereby certify that
Gaetano G. Marino and Rose Ann Marino, as joint tenants
his wife

personally known to me to be the same person s whose name s 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 26th day of August 1972
Jeannine Du Pass
Notary Public

GRANTEES ADDRESS
Midwest Bank and Trust Company
160 North Elm Ave.
Elmwood Park, Illinois

PROTECTED COPY

5.00

NO TAXABLE CONSIDERATION

This space for affixing "Estate and Personal Stamp"

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