

# UNOFFICIAL COPY

DEED IN TRUST (ILLINOIS)

No. 1990  
REVISED 10-26-80

GRO E COLE & CO CHICAGO  
LEGAL BLANKS

23 491 813

## DEED IN TRUST

This Indenture Witnesseth, THAT THE GRANTORS JOSEPH BUCCI and BRUNA BUCCI his wife of the County of Cook and State of Illinois, for and in consideration of TEN (200.00) Dollars, and other good and valuable considerations in hand paid, Convey and WARRANT unto FIRST STATE BANK AND TRUST COMPANY

11<sup>00</sup>

of PARK RIDGE, as Trustee under the provisions of a trust agreement dated the 5th day of February, 1976, and known as Trust Number 196, (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every the successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Legal Description is attached hereto.

17-01-311-095

**PARCEL NO. 1:** That part of the West 113.81 feet of the East 222.81 feet (as measured along the center line of Higgins Avenue and the North 19 feet (as measured at right angles to the North Line) of the West 172.60 feet of the East 395.41 feet (as measured along the center line of Higgins Avenue) also being the Southerly line of Lot 2 in Assessor's Subdivision of Lot 2 in Assessor's Subdivision of the South half of Section 1, Township 40 North, Range 12, East of the Third Principal Meridian (except the North 15 acres of said Lot 2 and except the North 358.0 feet of that part of Lot 2 lying South of the North 15 acres thereof) referred to as a tract described as follows:

**Parcel 1 -** Commencing at the intersection of the West line of said tract with the Northerly line of West Higgins Avenue; thence North on the West line of said tract 86.56 feet to the place of beginning; thence continuing North on the West line of said tract 23.50 feet; thence East 25.50 feet; thence South 2.58 feet; thence East 26.50 feet; thence South 20.25 feet; thence West 18.0 feet; thence South 0.67 feet; thence West 34.0 feet to the place of beginning; (Unit #17)

ALSO

**Parcel 2 -** Commencing at the North East corner of said tract; thence Westerly on the Northerly line of said tract 99.20 feet to the place of beginning; thence Southerly perpendicular to the last described line 21.13 feet; thence West on a line perpendicular to the East line of said tract 17.78 feet; thence South parallel to the East line of said tract 0.27 feet to a corner of said tract; thence Westerly parallel to the Northerly line of said tract 26.34 feet to a corner of said tract; thence North Easterly 26.87 feet to the North Westerly corner of said tract; thence Easterly 25 feet to the place of beginning. (Parking Unit 17-1)

**PARCEL NO. 2:** That part of the West 113.81 feet of the East 222.31 feet (as measured along the center line of Higgins Avenue and the North 19 feet (as measured at right angles to the North line) of the West 172.60 feet of the East 395.41 feet (as measured along the center line of Higgins Avenue) also being the Southerly line of Lot 2 in Assessor's Subdivision of Lot 2 in Assessor's Subdivision of the South half of Section 1, Township 40 North, Range 12, East of the third Principal Meridian (except the North 15 acres of said Lot 2 and except the North 358.0 feet of that part of Lot 2 lying South of the North 15 acres thereof) referred to as a tract described as follows:

**Parcel 1 -** Commencing at the intersection of the West line of said tract with the Northerly line of West Higgins Avenue; thence North on the West line of said tract 110.06 feet to the place of beginning; thence continuing North on the West line of said tract 30.71 feet; thence East 40.67 feet; thence South 33.29 feet; thence West 15.17 feet; thence North 2.58 feet; thence West 25.50 feet to the place of beginning. (Unit #18)

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Property of C...

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 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, 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 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; to 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 easement 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 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 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 have been 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, (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 some amendment thereof and binding 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 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 its, his or their predecessor in trust.

Anything herein to the contrary notwithstanding, all and every the successor or successors in trust under said trust agreement shall upon appointment become fully vested with all the title, estate, property, rights, powers, authorities, trusts, duties and obligations of said trustee.

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 waive and release 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 this 16 day of August, 1976.

[SEAL] [SEAL] [SEAL]

State & City stamps (over) 23 491 813

W. Z. ...

# UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, DAVID P. JAMES

A NOTARY in and for said County, in the State aforesaid, do hereby certify that Joseph Bucci AND BRUNA BUCCI HIS WIFE

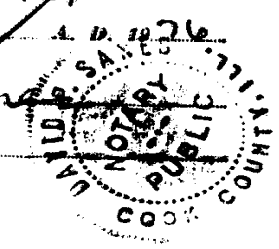
personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this

15<sup>th</sup> day of

MAY 1978

*[Signature]*



*[Signature]*

#23491813

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

MAY 20 10 39 AM '78

COOK  
CO. NO. 016  
020821



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
MAY 20 '78 DEPT. OF REVENUE **30.00**

023770

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE MAY 20 '78 **30.00**



Trust No.  
**Deed in Trust**

TO

TRUSTEE

GEORGE L. COLE & COMPANY

**END OF RECORDED DOCUMENT**