

UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

John M. DeAno
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RECORDER OF DEEDS
COOK COUNTY ILLINOIS

The above space for recorder's use only

RII-10-76 2257412 23562648 u A --- Rec

10.00

THIS INDENTURE WITNESSETH, That the GrantorS, JOHN M. DE ANO and LINDA R. DE ANO of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto The Mid-City National Bank of Chicago, a National Banking Association, whose address is 891 West Madison Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of June, 1976, and known as Trust Number 1216, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 in Block 7 in A. T. McIntosh and Company's North West Meadows, being a Subdivision in the East 1/2 of Section 33, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

10.00

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 as therein 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 re-subdivide 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 the estate, 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, by lease 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 lease, or 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 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, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, conveyed, be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see that 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 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, and at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, and that such conveyance or other instrument was executed in compliance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, in the 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 or other instrument is a deed, mortgage or other instrument 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Mid-City National Bank of Chicago, individually or as Trustee, or its successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its 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 a person or property happening in or about said real estate or any part thereof, or for any liability being hereby expressly waived, released, discharged, or indemnified, except as incurred or entered into by the Trustee in connection with said real estate may be incurred into by it, 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 so far as the trust property and funds in the trust possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations who have or shall have any claim or claims with respect to 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, 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, legal or equitable, in or to said real estate, in such, but only an interest in the earnings, profits and proceeds thereof as aforesaid. 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 an trust" or "with limitations" or words of similar import in accordance with the statute in such case made and provided.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor without the necessity of any conveyance or transfer.

And the said grantorS, hereby expressly waive, and release, any and all right or benefit under a d by title of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or attachment.

In Witness Whereof, the grantorS, aforesaid ha, VR, hereunto set their hands and seals, this 14th day of June, 1976.

John M. DeAno (SEAL) Linda R. DeAno (SEAL)

John M. DeAno (SEAL) Linda R. DeAno (SEAL)

State of Illinois as 1 the undersigned, a Notary Public in and for said County,

County of Cook do hereby certify, that JOHN M. DE ANO and LINDA R. DE ANO, his wife

personally known to me to be the same persons, whose nameS are

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 14th day of July, 1976

Bernadine S. Rottkeberg

Notary Public

County of Cook

Grantee's Address: THE MID-CITY NATIONAL BANK OF CHICAGO
801 WEST MADISON ST. CHICAGO, ILL. 60607
OR
BOX 752 (COOK COUNTY)

216 N. Forest, Mt. Prospect, Ill.
For information only (not property address)

Exempt under provisions of the Real Estate Transfer Tax Act

Buyer, Seller or Represented Party

Document Number 23562648

Property of