

DEC 7 65 07 34 90

COOK COUNTY ILLINOIS
FILED FOR RECORD
WARRANTY DEED IN TRUST
DEC 7 10 05 AM '76

23 738 214

Edwiny R. Wilson
RECORDER OF DEEDS
*23738214

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor Giuseppe Marchese and Wayne Patrick Filosa

of the County of Cook and State of Illinois for and in consideration of Ten and No/100----- Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto the WESTERN NATIONAL BANK OF CICERO, a National Banking Association, as Trustee under the provisions of a trust agreement dated the Third day of July 19 75 known as Trust Number 5810, the following described real estate in the County of Cook and State of Illinois, to-wit: Lots 15, 16, 18, 22, 23, 24 and 25 in Block 11 in Week's Subdivision of Blocks 1, 2 and 3 (except the South 66 feet of said Block 3) and the part of Blocks 11, 12 and 13 lying West of Wisconsin Central Railroad the South 476.1 feet more or less of Block 4 and that part of the South 398 feet more or less of Block 10 lying West of said Railroad in River Park, a Subdivision of part of the North of Section 27, Township 40 North, Range 12; ALSO Lots 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45 in Block 11 in Week's and Other's Resubdivision of Lots 7, 8, 26, 27, 28 and part of Lots 4, 5, 6, 22, 23 and 31 in Block 11 and Lots 1 to 11 inclusive and Lots 30 to 42 inclusive in Block 12 in Week's Subdivision of River Park aforesaid, all in Cook County, Illinois.

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 is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide 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 lease the term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify same and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and option, to give leases and options to purchase the whole or any part of the premises 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 the use of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said premises or any part thereof, and to do 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 any such contract 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 the trustee or their predecessor in trust.

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, 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 notified 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 this behalf provided.

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 aforesaid has hereunto set their hands and seal this 12th day of November 1976.

10.00

(Seal) Wayne Patrick Filosa (Seal)
(Seal) Giuseppe Marchese (Seal)

State of Illinois)
County of Cook) I, Norman E. Moeller, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Giuseppe Marchese and Wayne Patrick Filosa



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 use and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and notarial seal this 12 day of NOVEMBER 1976

Norman E. Moeller
Notary Public

Western National Bank of Cicero
5801 West Germak Road, Cicero, Illinois 60650
Cook County Recorders Box #99

For information only insert street address of above described property.

Vertical text on the right side of the document, including recording information and a signature: "Section 23.10 of the Chicago Ordinance for Ordinance", "12-7-76", "Edwiny R. Wilson", "RECORDER OF DEEDS", "23738214".