

UNOFFICIAL COPY

23 740 957

DEED IN TRUST - WARRANTY

647606 K
06-18-219-022 K

THIS INDENTURE WITNESSETH, THAT THE GRANTOR S. JOHN M. FEDERICI AND MARYANNE FEDERICI, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN (\$10.00) Dollars (\$ 10.00 ---), in and paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey— and Warrant— unto THE ELGIN NATIONAL BANK, ELGIN, ILLINOIS, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of November 19 76, and known as Trust Number 1024, the following described real estate in the County of Cook and State of Illinois, to wit:

Parcel 1: Lot 89 in Parkwood Village Unit Number 2, being a subdivision of part of the North East 1/4 of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded of said Parkwood Village Unit Number 2, recorded October 2, 1974 as Document Number 228658.3 in Cook County, Illinois.

Parcel 2: Easements for the benefit of Parcel 1 created by the Declaration of Covenants, Conditions and Restrictions of Parkwood Village recorded October 3, 1974 as Document Number 22866213 in the records of Cook County, Illinois, and by supplement Number 1 to Declaration of Covenants, Conditions and Restrictions, of Parkwood Village, recorded October 10, 1974 as Document Number 22873469 in the records of Cook County, Illinois.

10⁰⁰

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 redivide 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 said real 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 leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding, in the case of any single lease the term of 10 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, in contract to make lease 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 real estate, or any part thereof, for other real or personal property, to grant liens or charges of any kind, to release, convey or assign any right, title or interest in or about or easement 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 do 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 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 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 trust 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, 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, power, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither The Elgin National Bank, Elgin, Illinois, 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 thereof, 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, 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 actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and 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 earnings, avails and proceeds thereof as aforesaid, the provision hereof being set in The Elgin National Bank, Elgin, Illinois 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 a 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 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S. John M. Federici and Maryanne Federici hereunto set their hands and seals this 16th day of November 19 76.

John M. Federici [SEAL] Maryanne Federici [SEAL]
John M. Federici Maryanne Federici

STATE OF Illinois) ss. I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that
COUNTY OF Kane) John M. Federici and Maryanne Federici, his wife,

personally known to me to be the same person S. John M. Federici and Maryanne Federici whose name S. John M. Federici and Maryanne Federici 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 notary seal this 16th day of November A.D. 19 76.

Notary Public.
My commission expires January 18, 1988.
This Instrument Prepared by:
Attorney Mark J. Muscarello
707-B Davis Road, Elgin, Il. 60120

Document No. _____ Filed for record in Recorder's Office of Cook County, Illinois
at _____ o'clock _____ M.
Recorder of Deeds.

I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph E, Section 4, of the Real Estate Transfer Tax Act.

23 740 957
NOV 18 1976
RECORDED

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD
DEC 8 2 10 PM '76

William H. Brown
RECORDER OF DEEDS
*23740957

Property of Cook County Clerk's Office

Mail to:
Walter Muscarello a Constante
907 W Davis Rd.
Elgin, IL 60120

END OF RECORDED DOCUMENT