

UNOFFICIAL COPY

DEED IN TRUST

23 795 633 for recorder's use only

Form 19 Rev. 6-63

THIS INSTRUMENT WITNESSETH THAT THE GRANTORS, FRED ROTI, SAM ROTI, BRUNO ROTI, ANGELINE GIRONDA, JOSEPHINE BARBARA, ROSE CARUSO, CATHERINE CARUSO, RITA ROTI BRUNO, MARIAN ROTI RICCELLI, 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 Warrant--- unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 16th day of July 1976, and known as Trust Number 39111, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 23 in Block 3 in Archer Addition to Chicago, in the West 1/2 of the North East 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Not Homestead property.

SUBJECT TO: 1976 Real Estate Taxes and conditions and covenants of record.

RIDER ATTACHED HERETO AND MADE A PART HEREOF OF DEED IN TRUST DATED JULY 28th, 1976, UNDER TRUST AGREEMENT DATED JULY 16th, 1976, AND KNOWN AS TRUST NO. 39111

Fred Roti
FRED ROTI

Bruno Roti
BRUNO ROTI

Josephine Barbara
JOSEPHINE BARBARA

Catherine Caruso
CATHERINE CARUSO

Marian Roti Riccelli
MARIAN ROTI RICCELLI

Sam Roti
SAM ROTI

Angeline Gironda
ANGELINE GIRONDA

Rose Caruso
ROSE CARUSO

Rita Roti Bruno
RITA ROTI BRUNO

64-92-373 H

1

PROHIBITION OF COOK COUNTY CLERKS' OFFICE

UNOFFICIAL COPY

Property of COOK COUNTY

139

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the uses, 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 title, estate, power 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 the past or in the 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 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, to lease and to assign to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of being the same in the 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, or other 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 which 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 in the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the uses 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 in 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 thereto, 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, 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 done or by or for 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 assumed, accepted and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into in the name of the trust 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 its payment and discharge thereof). All persons and corporations whatsoever 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 and 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 as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title 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 limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor S..... hereby expressly waives 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..... aforesaid has hereunto set their hand S..... and seal S..... this 28th day of July, 1976.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

STATE OF Illinois } I, ROMUALDA J. KISTINGER, a Notary Public in and for said County of Cook } do hereby certify that FRED ROTI, SAM ROTI, BRUNO ROTI, ANGELINE GIRONDA, JOSEPHINE BARBARA, ROSE CARUSO, CATHERINE CARUSO, RESA ROTI KING, and MARIAN ROTI RICCELLI, personally known to me to be the same person S..... whose name S..... are subscribed to the foregoing instrument, appeared before me this 28th day of July, 1976, 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 28th day of July, 1976. A.D., 1976. My commission expires 10/1/79. Notary Public

This space for affixing Riders and Revenue Stamps

190
Document Number 23 795 633
1100

American National Bank and Trust Company of Chicago
THIS DOCUMENTARY BOX 221 PREPARED BY
LAW OFFICES OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
2042 S. HALSTED ST. CHICAGO, ILL. 60608
For information only insert street address of above described property.

UNOFFICIAL COPY

RECORDED
INDEXED
Jan 20 1 57 PM '77

*23799853

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT