

WARRANTY DEED IN TRUST

Dec 30 '75

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The above space for recorder's use only

63-97-559 H

10-18-205-049

THIS INDENTURE WITNESSETH, That the Grantor, James A. Callero and Laura Callero, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto WHEELING TRUST AND SAVINGS BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee, under the provisions of a certain Trust Agreement, dated the first day of December, 1975, and known as Trust Number 75-311, the following described real estate in the County of Cook and State of Illinois, to-wit:

The south 95.5 feet of the West 264 feet of the Northeast 1/4 of Section 18, Township 41 North Range 13 East of the Third Principal Meridian, except the East 112.5 feet thereof, in Cook County, Illinois.

This document was prepared by: W. C. Walters, 7800 Milwaukee Avenue, Niles, Ill.

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SUBJECT TO Covenants, conditions and restriction of record.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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, sell and subdivide said real estate as 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, 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, 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 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 options to lease and 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 may be desired for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time and from time to time hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, 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 trusts, conditions and limitations contained in this Indenture and in said Trust Agreement, and 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, 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 in the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This certificate is made upon the entire understanding and condition that neither Wheeling Trust and Savings Bank, 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 of said Trust Agreement or any amendment thereof, or for injuries 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 assumed by the Trustee in connection with said real estate may be entered into in the name of the then beneficiary under said Trust Agreement as their attorney. In fact, hereby irrevocably appointed for such purposes, or at the direction of the Trustee, in its own name, as Trustee of an express trust and not individually, the Trustee shall have the obligation to deliver to any such person, or to any person claiming under him or her, as attorney-in-fact for 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 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 only in the earnings, profits and proceeds from the sale of 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 the earnings, profits and proceeds thereof, as aforesaid, the intention hereby being to read in said Wheeling Trust and Savings Bank the entire trust and equitable title in fee simple, in and to all of the real estate aforesaid described.

If the title in 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 otherwise, the words "in trust," "as trustee," "in fee simple," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, James A. Callero and Laura Callero, hereunto set their hand and seal this 10th day of December, 1975.  
James A. Callero (SEAL) Laura Callero (SEAL)  
James A. Callero (SEAL) Laura Callero (SEAL)

State of Illinois ss. Walter Czernikowski Notary Public in and for said County, in County of Cook do hereby certify that James A. Callero and Laura Callero, 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 seal of office this 10th day of December, 1975.  
Walter Czernikowski Notary Public



WHEELING TRUST AND SAVINGS BANK  
7800 MILWAUKEE AVENUE  
NILES, ILL. 60090  
Box 533

9201 Oak Park Ave., Morton Grove, Ill.  
For information only, does not affect validity of above described property.

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## AFFIDAVIT FOR PURPOSE OF PLAT ACT

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

James A. Callero

Being first duly sworn on oath deposes and says that:

1. Affiant resides at 640 Winnetka News Winnetka, Illinois 60093
2. That                    -he is ~~(owner)~~ ~~(officer)~~ (one of) grantor (s) in a (deed) ~~(lease)~~ dated the 10th day of December, 1975, conveying the following described premises:
3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation of Plats" approved March 31, 1874, as amended, for the ~~xxxxxxx~~ reason that:
  - a) The instrument effects a division of land into 2 parts, each of which is five acres or more in size, and does not involve any new streets or easements of access.
  - b) The instrument aforesaid is a conveyance of an existing parcel or tract of land, the same having been acquired by the grantors (s) in the above mentioned (deed) ~~(lease)~~ by 1/23/1953 15534915
  - c) The instrument makes a division of a lot or block in a recorded subdivision to-wit:

Further affiant sayeth not.

James A. Callero

Subscribed and sworn to before me this 23rd day of 11/1975, 1975.



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State how title was acquired by deed, inheritance or by Will. In case of by deed, show date and document number, and by inheritance or Will ~~XXXXXX~~ name of the decedent, date of death and Probate Court file number, County and State where probated.

**END OF RECORDED DOCUMENT**