

DEED IN TRUST  
(WARRANTY)

24530984

1978 JUL 12 AM 11 35  
(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor ROBERT C. MUSCARELLA and RUTH A. MUSCARELLA, his wife, both 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 First State Bank & Trust Company of Franklin Park, an Illinois banking corporation of Franklin Park, 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 20th day of June, 1978, and known as Trust Number 425, the following described real estate in the County of Cook and State of Illinois, to-wit:

10.15

The South 40 feet of the North 80 feet of lot 22 in the Second Addition to Marconi Construction Company's West Manor Development, a Subdivision in the West half of Section 28, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to the following:  
Taxes for 1978 and subsequent years;  
Easements, Covenants and Restrictions of record; and interest of record of Alliance Savings and Loan Association, an Illinois corporation.

10.00 MAIL

TO HAVE AND TO HOLD the said real estate with the appurtenances, as in 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 with respect to the said real estate or any part thereof, and at any time or times to improve, manage, protect and maintain said real estate or any part thereof, to lease, to mortgage, to sell, to grant options to purchase, to sell or to convey either with or without consideration, to convey and 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 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 come due in the future and upon any terms and for any period or periods of time not exceeding in the case of any lease term as of the 1st day of 1981, 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 execute and deliver leases and options to purchase the whole or any part of the reversion and to execute and deliver the same in full force and effect, to grant easements and charges of any kind, to release, convey, or assign any right, title or interest in or about or connected with the 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 purposes and actions as 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, mortgaged or otherwise encumbered by said Trustee, or any successor in trust, be obliged to see that the terms of the trust have been completely complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged to inquire into any of the terms of said Trust Agreement, and every document, 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 relying upon or claiming under any such conveyance, lease or other instrument, (a) that if the above or other instrument thereof is made by said Trustee, or any successor in trust, in relation to said real estate or any part thereof, or in all assignments thereof, if any, and is binding upon all beneficiaries hereunder, (b) 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 (c) that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and a fully vested with all the title, estate, rights, powers, authorities, duties and obligations of an, his or their predecessors in trust.

This convenience is made upon the express understanding and condition that the Grantee, neither individually or as trustee, or as assignee or successor in trust shall incur any personal liability or be subjected to any claim, judgment or decree for any thing in or by or for 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 and 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 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, liable to be repaid by the beneficiaries for such purposes, or at the election of the Trustee on 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 to the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the day 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 the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have title thereto, legal or equitable, in or to said trust property as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the benefits hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If it is title to any of the trust property is now or hereafter registered, the Register of Titles is hereby declared 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 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 ROBERT C. MUSCARELLA and RUTH A. MUSCARELLA set their hands and seals this 20th day of June, 1978.

[Seal] Robert C. Muscarella [Seal]  
[Seal] Ruth A. Muscarella [Seal]

STATE OF Illinois  
COUNTY OF Du Page

Thomas F. Cooper, a Notary Public in and for said County, in the State of Illinois, do hereby certify that ROBERT C. MUSCARELLA and RUTH A. MUSCARELLA, his wife personally known to me to be the same person ROBERT C. MUSCARELLA and RUTH A. MUSCARELLA, his wife subscribed to the foregoing instrument, appeared before me on the 20th day of June, 1978, 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 20th day of June, 1978.  
Thomas F. Cooper NOTARY PUBLIC  
Comm. Expires November 17, 1981

Document Prepared By:  
Thomas F. Cooper  
1 S 095 Spring Road  
Elmhurst, Illinois 60126

ADDRESS OF PROPERTY:  
2729 Riverside Drive  
Franklin Park, Illinois  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO:  
Robert C. Muscarella  
2729 Riverside Drive  
Franklin Park, Illinois

AFIX "RIDERS" OR REVENUE STAMPS HERE  
Section 4  
This is a Non-Taxable Transaction  
Exempt under provisions of Paragraph 2  
Reg. Est. Transfer Tax Act.  
Date 6-20-78  
Thomas F. Cooper  
Buyer, Seller, or Representative

DOCUMENT NUMBER  
24530984

UNOFFICIAL COPY

RETURN TO: First State Bank & Trust Company  
of Franklin Park  
10101 West Grand Avenue  
Franklin Park, Illinois 60131

TRUST NO. 425

**DEED IN TRUST**

(WARRANTY DEED)

ROBERT C. MUSGARRELLA and

RUTH A. MUSGARRELLA, his wife,

TO

First State Bank & Trust Company  
of Franklin Park  
Franklin Park, Illinois

TRUSTEES



FORM 887 218 (REV. 1/73)

245 2480984

Property of Cook County Clerk's Office