

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

578 JUL 19 PM 2 37 24542920

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, J. CANTORE, also known as JOSEPH F. CANTORE and ANGELA D. CANTORE, his wife,

of the County of DuPage 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 FIRST BANK OF OAK PARK, an Illinois Corporation, its successor or successors, as Trustee under the provisions of a trust agreement dated the 6th day of May, 1978, known as Trust Number 11318, the following described real estate in the County of Cook and State of Illinois, to-wit:

The West 13.0 feet of Lot 9 of Millar's Resubdivision of Block 4 (except the North 30.0 feet of the East 125.0 feet of Lot 1 of Block 4) of S. S. Millar's Addition to Maywood, part of the North East 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: Covenants, conditions, easements and restrictions of record and to general real estate taxes for the year 1977 and subsequent years.

TO HAVE AND TO HOLD the said premises with all 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 act on any lease to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to deed to such successor or successors in trust all of the title, estate, present and authority 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 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 199 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 options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the issuance of bonds for 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 charges 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 deal with said property and every part thereof in all other ways and for such other considerations as it shall see fit to do, and to do all things which it shall see fit to do, 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 this indenture 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 conveyances or other instrument was executed in accordance with the terms, conditions and limitations contained in the indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries hereunder, (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 made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and lawfully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his 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 shall be deemed 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, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Register of Titles is hereby urged not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with restrictions", or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the protection of beneficiaries from sale on condition or otherwise.

In Witness Whereof, the grantor(s) S aforesaid have hereunto set their hand(s) and seal(s) this 17th day of JULY 19 78

J. CANTORE, also known as (Seal) ANGELA D. CANTORE (Seal)  
JOSEPH F. CANTORE (Seal)

This instrument was prepared by: A. J. FORGUE, Attorney at Law  
552 N. Mannheim Rd., Hillside, IL.

State of Illinois }  
County of Cook } ss. James E. Bouse Notary Public in and for said County, in the state aforesaid, do hereby certify that J. CANTORE also known as JOSEPH F. CANTORE and ANGELA D. CANTORE, his wife, personally known to me to be the same person(s) whose name(s) S 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 rights hereinafter stated.

GIVEN under my hand and notarial seal this 17th day of JULY 19 78

Notary Public

**FIRST BANK OF OAK PARK**  
BOX 47  
Grantor's address  
First Bank of Oak Park  
11 Madison Street  
Oak Park, Illinois 60302

For information only insert street address of above described property.

STATE OF ILLINOIS  
REAL ESTATE DEPARTMENT  
JULY 19 1978  
32.00

24542920

10%

Office  
24542920