JNOFFICIAL COPY

24922007

This Indenture Witnesseth, That the Grantor,	
Prank H. Ballo and Patricia A. Ballo, his wife	~-
of the County of Cook and State of Illinois for and in consideration	24922007
of the sum of Ten and 00/100	% %
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey	స్ట
Warrant unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and exist-	8
ir g area national banking association under the laws of the United States of America, and duly authorized to accept and	₹
execute rists within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the	
the following the real estate in the County of Cook	
and State of Illi sis, switt	•
Parcel 1: Lot 21429 Whathersfield Unit 21E Townhouse Subdivision being a Subdivision in the Southwest Quarter of Section 28, Township 41 North, Range 10 East of the Thir Principal Meridian, in Cook County, Illinois, according to the Flat thereof registered in the Office of the Registrat of Titles of Cook County, Illinois, as Document Number 2910997, December 13, 1976, and also recorded in the Office of the Recorder of Deeds as Document Number 23745088 on December 13, 1976, in Cook County Illinois.	r
Parcel 2:	
Easements appurtenant to and for the benefit of Parcel 1 as set forth the Declaration of Easement Date 1 December 13, 1976 and recorded as Document 23745087 and filed as I ocument LR2910996 in Cook County, Illin	
	, 6a
SUBJECT TO	金引く
TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the said for the uses and purposes herein and in said Trust Agreement set forth.	SECT. 4,
Full power and authority is hereby granted to said Trustee to improve, manage, priter and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part "reof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to contract to sell, to contract to sell, to grant options to purchase, to sell on any terms, to contract to sell, to contract to sell, to grant options to purchase, to sell on any terms, to contract to sell, to grant options to purchase, to sell on any terms, and cor any part thereof, to dedicate, to mortgage, pledge or otherwise neumby said real estate, or any part thereof, from time to time, in possession or reversion, by lease to comme tee in presenti or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single dem. — he erm of 198 years, and to renew or certand teases upon any terms and for any period or periods of time and to amend, change and options to rate. The same and provisions thereof of at any time or times hereafter, to contract to make leases and to grant options to lease and options to rate. The same and provisions thereof of at any part of the trevenion and to contract respecting the manner of fixing the amount of presen or after treatists, to partition or to considerations as it would be lawful for any period any right, title or interest in or about or easement appurtment to said real estate or any part thereof, in all other ways and for such other considerations as it would be lawful for any period and the said real estate.	WINT ESTANTATION OF THE PROPERTY SECURITION OF THE PROPERTY SECURITIES OF THE PROPERTY SECURITION OF THE PROPERTY SECURITIES OF THE PROPERTY SECURITION OF THE PROPERTY SECURITIES SECURITION OF THE PROPERTY SECURITION OF THE PROPERTY SECURITIES SECURITION OF THE PROPERTY SECURITION OF THE PR
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 r. t, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said reate, or be obliged to see by 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 ""ged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrouent excessor in trust, in relation to said real estate shall be conclusive evidence in favor of every person fincluding the	TRANSFER I
Registrar of Titles of said county) relying upon or claiming uncer any such conveyance tease or not instrument, (a) that at the time of edilivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that add Truste, or any successor in trust, 'vas aly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveya certain and the conveyance of the conveyance o	PAR. E. AX ACT.
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 condition that neither The First National Bank of Des Plaines, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decret 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 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, 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 obligations whomsever and whatsover 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 carnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is acreby 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said First National Gank of Des Plaines 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 n the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar mport, in accordance with the statute in such case made and provided.	
And the said grantor. S hereby expressly waive	
In Witness Whereof, the grantor S aforesaid ha Vehereunto set their handS and	
eal 5 this 8th day of February 1979	
Frank H. Ballo Ferral Patricia A. Ballo Ferral	.
This instrument was prepared by: Wayne J. Silva, Esq.	
105 S. Roselle Rd., Schaumburg, IL 60193	'

UNOFFICIAL COPY

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STATE OF ILLIN	SS.	
COUNTY OF COOK	I, Wayne J. Silva	
	a Notary Public in and for said County, in the State aforesaid Frank H. Ballo and Patricia A. Bal	
200	personally known to me to be the same person. S whose name subscribed to the foregoing instrument, appeared before me tacknowledged that they signed, scaled and delives their free and voluntary act, for the uses and pu	this day in person and ered the said instrument
70	including the release and waiver of the right of homestead.	The state of the s
17	February A. D. 19 79	
	Wayne J. Silva V. commission expires September 4, 1979	Netona Public
		"minimum"



Deed in Trust

THE FIRST NATIONAL BANK
OF DES PLAINES
733 Lee Street
Des Plaines, Illinois
TRUSTEE

.2337 4 A -- 1.