

UNOFFICIAL COPY

GRANTY DEED IN TRUST

24 115 396

The above space for recorder's use only

THIS INSTRUMENT WITNESSETH, That the Grantor,s, FRANK PALAZZOLO and ROSE PALAZZOLO, his wife, as joint tenants

of the County of Cook and State of Illinois, for and in consideration of the sum of FN 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 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 16th day of August 1977, and known as Trust Number 23633, the following described real estate in the County of Cook and State of Illinois, to-wit:

10.00

Parcel 1:

That part of Lot 1 in Wild Oak Subdivision, being a Subdivision in the Southeast quarter of Section 21 and the Southwest quarter of Section 22, Township 41 North, Range 11 East of the Third Principal Meridian, lying East of the West line of said Section 22, described as follows: beginning at a point on the East line of said Lot 30.0 feet South of the Northeast corner of said Lot, (said East line having a bearing of South 00 degrees 00 minutes 00 seconds West for the purposes of this description); thence continuing South 00 degrees 00 minutes 00 seconds West on the East line of said Lot, 140.0 feet; thence South 90 degrees 00 minutes 00 seconds West 66.0 feet; thence South 00 degrees 00 minutes 00 seconds West on a line parallel with the East line of said Lot, 90.0 feet; thence South 90 degrees 00 minutes 00 seconds West, 49.80 feet thence North 30 degrees 00 minutes 00 seconds West 130.93 feet; thence North 57 degrees 14 minutes 29 seconds East, 215.54 feet to the point of beginning, as per plat recorded March 31, 1971 as Document No. 21436102 in Cook County, Illinois.

ALSO

Parcel 2:

Easement for the benefit of Parcel 1 as created by Deed from National Bank of Austin, a National Banking Association, as Trustee under Trust Agreement dated October 27, 1970 and known as Trust No. 4959 to Filippo Leone and Luigia Leone, his wife, dated November 1, 1972 and recorded March 9, 1973 as Document No. 2224768 and in Document No. 22245769 for ingress and egress as set forth in the plat of survey recorded March 31, 1971 as Document No. 21436102 (except that part thereof falling in Parcel 1) all in Cook County, Illinois

64-1394

88-21-464-034

24 115 396

UNOFFICIAL COPY

Property of Cook County

THIS DOCUMENT
PREPARED BY
STEPHEN FIOLENTINO
ATTORNEY AT LAW
6914 W. NORTH AVE
EMILYWOOD IL.

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the 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, maintain, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any said portion 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, powers and authorities vested in said Trustee, in deacon, to dedicate, to mortgage, sell 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 leases 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 demise 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 options 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 in 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 easement 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, 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, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be bound 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, and 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, 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 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 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 condition that neither The Cosmopolitan National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, demand 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 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 any person 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 attorneys-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 the payment and discharge thereof, and persons and corporations whomsoever 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, avails 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said The Cosmopolitan National Bank of Chicago 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 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 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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid hereunto set their hands and seals this 18th day of August 1977.

(SEAL) Frank Palazzolo (SEAL)
(SEAL) Rose Palazzolo (SEAL)

State of ILLINOIS)
County of COOK) ss. I, Janet Giacalone a Notary Public in and for said County, in the state aforesaid, do hereby certify that Frank Palazzolo and Rose Palazzolo, his wife, as joint tenants 2537 N. 74th Ave EMILYWOOD AVE IL.

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 notarial seal this 15th day of September 1977
(Janet Giacalone)
Notary Public

The Cosmopolitan National Bank of Chicago
Box No. 626

For information only insert street address of above described property.
BOX 533

This space for affixing Stamps and Revenue Stamps

160
59
The Cosmopolitan National Bank of Chicago
501 W. Clark Street
Chicago, Illinois
60610
24 115 396

UNOFFICIAL COPY

Property of Cook County Clerk's Office

FRANK PALAZZOLO AND
ROSE PALAZZOLO, his wife

TO

COSMOPOLITAN NATIONAL BANK OF CHICAGO
TRUSTEES UNDER TRUST AGREEMENT #23633
DATED: 8-16-77

MAIL TO: CENTRAL FEDERAL SAVINGS & LOAN ASSN.
5253 West Cermak Road
Cicero, Illinois 60650

SEP 21 1 22 PM '77
RECORDED
INDEXED

24119396
RECORDED
INDEXED

END OF RECORDED DOCUMENT