

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

24 214 663

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The above space for recorder's use only

\*24214663

THIS INDENTURE WITNESSETH, That the Grantors,

**THOMAS V. ISAIA and MARIA ISAIA, his wife**

of the County of **Cook** 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 **GLENVIEW STATE BANK**, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the **21st** day of **September, 1973**, known as Trust Number **963** the following described real estate in the County of **Cook** and State of **Illinois**, to-wit: See Rider attached hereto and made a part hereof.

PARCEL 1:

The North Easterly 33.08 feet of South Westerly 128.88 feet as measured along and at right angles to the Northwesterly line thereof of Lot 1

also

PARCEL 2:

That part of Lot 1 (except the Northwesterly 37.0 feet as measured at right angles to the Northwesterly line thereof and also excepting the Southwesterly 128.88 feet as measured along and at right angles to the Northwesterly line thereof all being in Colt Development Company's Resubdivision of the Northwesterly 1/2 of Lot 12 in Block 9 in L. Hodges' Addition to Park Ridge being a Subdivision in Section 35, Township 41 North, Range 12 East of the Third Principal Meridian

also

PARCEL 3:

The Southwesterly 62.15 feet as measured along and at right angles to the Northwesterly line thereof, of Lot 1;

also

PARCEL 4:

The Northwesterly 18.0 feet as measured at right angles to the Northwesterly line thereof (except the Southwesterly 128.88 feet thereof as measured along and at right angles to the Northwesterly line) Lot 1 all being in Colt Development Company's Resubdivision of the Northwesterly 1/2 of Lot 12 in Block 9 in L. Hodges' Addition to Park Ridge being a Subdivision in Section 35, Township 41 North, Range 12 East of the Third Principal Meridian

also

PARCEL 5:

The Northeasterly 33.35 feet of the Southwesterly 95.50 feet as measured along and at right angles to the Northwesterly line thereof of Lot 1

also

PARCEL 6:

The Southeasterly 19.0 feet of the Northwesterly 37.0 feet as measured at right angles to the Northwesterly line thereof (except the Southwesterly 128.88 feet thereof as measured along and at right angles to the Northwesterly line) of Lot 1 all being in Colt Development Company's Resubdivision of the Northwesterly 1/2 of Lot 12 in Block 9 in Hodges Addition to Park Ridge being a Subdivision in Section 35, Township 41 North, Range 12 East of the Third Principal Meridian

also

PARCEL 7:

Easements as set forth in the Declaration of Easements and Exhibit 1 thereto attached dated October 25, 1963 and recorded October 25, 1963 as Document 18952445 made by LaSalle National Bank, as Trustee under Trust Agreement dated March 11, 1963 and known as Trust Number 30771; and as created by the deed from LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated March 11, 1963 and known as Trust Number 30771 to Thomas V. Isaia and Maria Isaia, his wife, dated December 17, 1964 and recorded December 21, 1964 as Document 19338071, 19338072, 19338073; for the benefit of Parcels 1, 3 and 5 aforesaid for ingress and egress, in Cook County, Illinois.

SUBJECT TO: General Taxes for 1977 and subsequent years, easements and party walls of record.

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Buyer, Seller or Representative  
Raymond A. Baker  
Tax Agent

Property

65-73-128

Grantee's Address: 800 Waukegan Road, Glenview, Illinois

TO HAVE AND TO HOLD the said premises 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, 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 resubdivide said property 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 premises 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 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 futuro, 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 hereof 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, 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 easement 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 would be lawful for any person acting in 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 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 that the terms of this trust 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (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 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.

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 is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest in, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the said grantor hereby expressly waive and release 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 execution or otherwise.

In Witness Whereof, the grantor has hereunto set their hand and seal this 3rd day of November 1977.

Thomas V. Isaia (Seal) Maria Isaia (Seal)

State of ILLINOIS ss. I, Edward F. Lekan, a Notary Public in and for said County of COOK, do hereby certify that Thomas V. Isaia and Maria Isaia, his wife

personally known to me to be the same person 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 3rd day of November 1977.

THIS INSTRUMENT WAS PREPARED BY EDWARD F. LEKAN, Attorney at Law

1580 N. Northwest Hwy., Park Ridge, IL 60068 Glenview State Bank

319 S. Vine Avenue Park Ridge, Illinois

For information only insert street address of above described property.

BOX 533

This space for indexing purposes only. Exempt Under Provisions of Real Estate Transfer Tax Act.

Date 11/25/77

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Document Number 24 214 663