

UNOFFICIAL COPY

DEED IN TRUST (WARRANTY)

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(The Above Space For Record's Use Only)

JAMES IVANELLI married to SANDRA IVANELLI;
 JERRY IVANELLI, a bachelor; CARL IVANELLI, JR. married to KATHLEEN IVANELLI; JANICE IVANELLI, a spinster; and JANINE IVANELLI, a spinster, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN DOLLARS 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 Warranty unto Garfield Ridge Trust & Savings Bank, an Illinois banking corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a Trust Agreement, dated the 20 day of September, 1977, and known as Trust Number 77-9-14, the following described real estate in the County of Cook and State of Illinois, to-wit:

This property represents no homestead of any Grantor or spouse of any Grantor.
 See attached rider for legal description.
 SUBJECT TO:

12.00 MAIL

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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, 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 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 or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the 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 a new, 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 to 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 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 for the trust property, or be obliged to see that the terms of the 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, property 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 the Grantee, neither individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for any thing 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 or its 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 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 its payment and discharge thereof). All 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention 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 the title to any of the trust property 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 the said Grantor, S 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 sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor S aforesaid have hereunto set their hands and seals this 19 day of December, 1977.

[Signature] (SEAL) [Signature] (SEAL)
[Signature] (SEAL) [Signature] (SEAL)
[Signature] (SEAL) [Signature] (SEAL)

STATE OF Illinois
 COUNTY OF Cook
 I, SEYMOUR C. AXELROOD, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES IVANELLI married to SANDRA IVANELLI; JERRY IVANELLI, a bachelor; CARL IVANELLI, JR. married to KATHLEEN IVANELLI; JANICE IVANELLI, a spinster; and JANINE IVANELLI, a spinster

personally known to me to be the same person S, 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 own 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 19 day of December, 1977.

Commission expires 2/10 1979. [Signature] NOTARY PUBLIC

Document Prepared By: SEYMOUR C. AXELROOD, Attorney at Law
77 West Washington Street
Chicago, Illinois 60602

ADDRESS OF PROPERTY:
2234 West 43rd Street

Chicago, Illinois
 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO

(Name)
24230230

APPLY "RIDERS" OR REVENUE STAMPS HERE
 EXEMPT UNDER PROVISIONS OF SECTION 41.11 OF THE ILL. REV. STAT. ANNOT. CH. 120
 12-1-77
 Notary Public

24230230

DOCUMENT NUMBER

UNOFFICIAL COPY

Garfield Ridge Trust & Savings Bank
6353 West 55th Street
Chicago, Illinois 60638

ST. NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

Garfield Ridge Trust & Savings Bank

Chicago, Illinois

TRUSTEE

FORM 15 (11) BANK-TRUST, INC.

PARCEL 1:

That part of the South West 1/4 of the North West 1/4 of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at a point in the South line of the North 1/2 of the South 1/2 of the Northwest 1/4 of said Section 6, 664.85 feet East measured along said South line, from the West line of said Northwest 1/4 said beginning point being the Southeast corner of Western Avenue Boulevard Addition to Chicago;

Thence Northwardly binding along the East line of said addition 415.41 feet to a point 128 feet Southwestwardly measured at right angles from the original center line of railroad;

Thence Southeastwardly parallel with and 128 feet Southwestwardly measured at right angles from said original center line 464.96 feet to a point in the said South line of the North 1/2 of the South 1/2 of the Northwest 1/4 of Said Section 6;

Thence Westwardly binding along last mentioned South line 207.25 feet to a point of beginning; in Cook County, Illinois.

ALSO

PARCEL 2:

That part West of the Railroad of the East 5 acres of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 3:

The 5 acres West of and adjoining the East 5 acres of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 6, Excepting Railroad, in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

ALSO

PARCEL 4:

That part of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

Three acres West of and adjoining the East 10 acres of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 6, Except that part described as follows:

Property of Cook County Clerk's Office

27 230 230

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Beginning at a point on the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, which is 664.85 feet East of the Northwest corner thereof (said point being the Southeast corner of Western Avenue Boulevard Addition to Chicago);

Thence South along the East line of said Addition extended (252.12 feet = Deed), 332.10 feet (meas) to the South line of the North 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 6;

Thence West along the last mentioned line (186.76 feet = Deed) 186.90 feet (meas) to the West line of the East 13 acres of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 6;

Thence North along said West line of the East 13 acres of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 6 a distance of 332.05 feet to the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 6;

And thence East along said last mentioned line 186.59 feet to the point of beginning, in Cook County, Illinois.

Permanent tax number: 20-06-100-061 Volume:415

Being the same premises surveyed by Emmet Kennedy and Company under their order number 7406-00, dated the 14th day of August, 1974 and subject thereto and further subject to easements, covenants, rights-of-way, claims of public thoroughfare, claims of right and restrictions of record and not of record, if any.

Together with all right, title, and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to be the center lines thereof.

END OF RECORDED DOCUMENT