

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1981 JUL 13 AM 10:44

*Sidney K. Olson*

RECORDED OF DEEDS

25934749

The above space for recorder's use only

## DEED IN TRUST

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, STELLA GUERRIERI, a widow and not remarried

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey S and Warrant S unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 13th day of April, 19 81, and known as Trust Number 1-1016, the following described real estate in the County of Cook and State of Illinois, to-wit

THE NORTH 27.50 FEET OF LOT 47 IN JOHN J. RUTHERFORDS THIRD ADDITION TO MONTCLARE IN THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH (e) SECTION 4 OF THE REAL ESTATE TRANSFER TAX ACT. NO TAXABLE CONSIDERATION.

*Frank E. Faulkner, J. Atty*  
BUYER, SELLER OR REPRESENTATIVE

7-8-81  
DATE

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, 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 subdivide 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 to donate, to dedicate, to mortgage, pledge 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, to commence in present or in future, and upon any terms and for any period 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 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 the 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, advanced or loaned, or to be obliged 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, 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 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 and in all amendments thereof if any, and binding upon all beneficiaries thereunder, 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 that 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 his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Bridgeview Bank and Trust Company 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, or anything of the kind, or be liable for any loss or damage, or be held responsible for or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property, happening or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness, whether created or incurred by the Trustee in connection with said real estate may be entered into by or in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, by their 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. All persons and corporations whatsoever 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 the provisions of them shall be only in the earnings, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property of the beneficiaries hereunder shall not be subject to any interest, legal or equitable in said real estate as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, and the intention hereof being to vest in said Bridgeview Bank and Trust Company 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 in connection with 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 hereby expressly waives and releases to said Trustee and all right of benefit under and by virtue of any and all statutes of the State of Illinois providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof the grantor Stella Guerrieri hereunto set her hand and seal this 14th day of April, 19 81.

*Stella Guerrieri* (SEAL)  
Stella Guerrieri (SEAL)

10.00

STATE OF Illinois County of Cook Marie A. Arnold a Notary Public in and for said County in the State aforesaid do hereby certify that Stella Guerrieri, a widow and not since remarried

personally known to me to be the same person whose name is she subscribed to the foregoing instrument appeared before me this 12th day of June, 19 81 and acknowledged that she signed, sealed and delivered the said instrument as her 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 12th day of June, A.D. 19 81.

*Marie A. Arnold*  
Notary Public  
My Commission expires August 10, 1983

GRANTEE:  
BRIDGEVIEW BANK AND TRUST COMPANY  
7940 South Harlem Avenue  
Bridgeview, Illinois 60455

2959 N. Mont Clare, Chicago, Illinois  
For information only insert street address of above described property

This Instrument was prepared by Thomas M. Blanchfield  
*mak* Attorney at Law  
10125 South Roberts Road  
Palos Hills, Illinois 60465

BoP 533

68-26-7488

13-30-130-001

This space for affixing Index and Revenue Stamps

Document Number

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