

UNOFFICIAL COPY

25979764
COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney H. Olson

RECORDER OF DEEDS

1981 AUG 26 PM 1:45

25979764

WARRANTY DEED IN 25979764

THIS INDENTURE WITNESSETH, That the Grantor, LAWRENCE PAGNI and LILLIAN PAGNI, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten 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 MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 21st day of July 1981, and known as Trust Number 80-07-3680, the following described real estate in the County of Cook and State of Illinois, to-wit:

6810346

Lot 25 in Garlisch Subdivision Unit Number 23 Being a Subdivision of Part of the West 1/2 of the East 1/2 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

This instrument prepared by:
Raymond Bayster
730 S. Ashland
Chicago, Illinois 60607

10.00

SUBJECT TO General real estate taxes for 1980 and subsequent years, covenants, restrictions and easements of record

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 or part thereof, and to redivide said real estate as often as desired, to contract to sell, to lease or otherwise to dispose of or to convey with or without consideration, to convey said real estate or any part thereof to a successor or successors, 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 lease, to mortgage, to lease 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 lease to commence in present or in future, and upon any terms and for any period or periods, and to vary in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to lease, to lease 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 to grant the amount 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 claim or demand 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 in relation to or different from the ways aforesaid, 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 obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the validity, 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 act of said Trustee, 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 contract, mortgage, 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, and 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, and 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 in 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 the said Trustee, or any successor in trust.

This conveyance is made upon the express understanding and condition that neither Midwest 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 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 liability of any kind incurred or created 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 obligation whatsoever with respect to any such contract, obligation or liability, 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 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 if said real estate were a trust, and no individual, except only the Midwest Bank and Trust Company, shall have any legal and equitable title in fee simple, in and to all of the real estate above described.

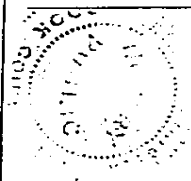
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or material, the words "in trust," or "upon condition," or "with limitations," or words of similar import, 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 said 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 grantor S aforesaid have hereunto set their hands and seals this 21st day of July 1981.

Lawrence Pagni [SEAL] Lillian Pagni [SEAL]

State of Illinois)
County of Cook) ss. Raymond J. Bayster a Notary Public in and for said County, in the state aforesaid, do hereby certify that Lawrence Pagni and Lillian Pagni, his wife



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 21st day of August 1981
My Commission Expires 3-5-83 Notary Public Raymond J. Bayster

Grantee's Address:
Midwest Bank and Trust Company
1606 N. Harlem Ave.
Eldwood Park, Illinois 60635

131 Garlisch Drive, Elk Grove Village, IL 60007
For information only insert street address of above described property.

CANCELLED
AUG 24 1981
38
30.00
Document Number 25979764

END OF RECORDED DOCUMENT