

# UNOFFICIAL COPY

25043604

This Indenture Witnesseth, That the Grantor, MICHAEL JOHN GALLO and ROSE ANN GALLO, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of TEN Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto NATIONAL BOULEVARD BANK OF CHICAGO, 400-410 North Michigan Avenue, Chicago, Illinois 60611, a National Banking Association, as Trustee under the provisions of a certain Trust Agreement, dated the 6th day of JULY 1979, and known as Trust Number 6328, the following described real estate in the County of Cook State of Illinois, to-wit: Lot Three (3) in Helms Woods, being a Subdivision in the South Half of Section 8, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof, recorded February 11, 1955 as Document 16147684, in Cook County, Illinois.

ALSO

That part of Lot 3 in Helms Woods Addition to Inverness, being a Subdivision of part of the Northwest Quarter and part of the Southwest Quarter of Section 8, Township 42 North, Range 10 East of the Third Principal Meridian, according to plat thereof recorded June 23, 1959 as Document 1756110 lying Northeasterly of a straight line drawn from Northwest corner of Lot 3 which is common with Southwest corner of Lot 2 in said Subdivision, to a point in South-easterly line of said Lot 3 which measured 220 feet, said point being 115 feet Northeasterly of Southeasterly corner of said Lot 3, in Cook County, Illinois.

The address of the property is 1152 North Blackburn Drive, Inverness, Illinois, 60067.

~~XXXXXXXXXX~~

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 reabdivide said real estate as often as desired, to contract to sell, to grant options to purchase and sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to any 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, 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 selling 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 a part 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 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 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, (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 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, if he has 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 National Boulevard 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, judgment or decree for anything if they or its or their agents or attorneys 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 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 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 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 National Boulevard 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 word or words "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 any and all right or 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 aforesaid have hereunto set their hands and

seal of this 6th day of July 1979.

X Michael Gallo [SEAL] [SEAL]  
X Rose Ann Gallo [SEAL] [SEAL]

This document was prepared by Jac A. Cotiguala, Suite 5000, One First National Plaza, Chicago, Illinois 60603.

[Bo 247]

Exempt under provisions of Paragraph 1, Section 1, Real Estate Transfer Tax Act.

Date

Buyer, Seller or Beneficiary

25043604

UNOFFICIAL COPY

1979 JUL 10 PM 2 11  
*Maureen Johnston*

REC'D JUL 10 1979  
COOK COUNTY CLERK'S OFFICE

JUL-10-79 6 19 7 0 6 • 25043604 • A --- Rec 10.00

STATE OF Illinois  
COUNTY OF Cook

*Maureen Johnston*

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael John Gallo and Rose Ann Gallo



personally known to me to be the same person s whose name s 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 right of homestead.

GIVEN under my hand and my seal this 29th day of July A. D., 1979  
*Maureen Johnston*  
Notary Public.

My commission expires Jan. 31, 1981



25043604

FOX  
793

TRUST NO. 6328

Beed in Trust

TO  
NATIONAL BOULEVARD BANK  
OF CHICAGO  
TRUSTEE

[Box 244]

FORM 812

END OF RECORDED DOCUMENT