

26495238

1983 FEB 3 3 27 PM

RECORDED

WARRANTY DEED IN TRUST

The above space for recorder's use only

10.00

THIS INDENTURE WITNESSETH that the Grantors Carl Silvestri and Norma Silvestri, his wife, and Frank Silvestri and Olga Silvestri, his wife, 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 Warrant unto River Oaks Bank and Trust Company, an Illinois Banking Corporation, whose address is 93 River Oaks Center, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the first day of August, 1982, and known as Trust Number 1726, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 4 and 5 in Harold J. McElhinny's Westmont Subdivision being a Subdivision of Block 48 in Dewey and Wance's Subdivision of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

SUBJECT TO covenants, conditions and restrictions of record; taxes and assessments for 1977 and subsequent years.

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 ways and to vacate any subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract to sell or 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, 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 lease the term of 10 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify any lease 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 making of any 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 out of 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 otherwise disposed of 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 title of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery of the instrument 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 as if (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 neither River Oaks 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 their agents or attorneys may do or omit to do in or about the said real estate under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property as a result of its, his or her negligence 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 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, or any of its predecessors, without the necessity of any conveyance or transfer. And the said grantors 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 extension of homesteads from sale on execution or otherwise.

Also subject to acts of grantee and its beneficiaries.

In Witness Whereof, the grantor, aforesaid have hereunto set their hand and seal this first day of September, 1982.

Carl Silvestri (SEAL) Frank Silvestri (SEAL) Norma Silvestri (SEAL) Olga Silvestri (SEAL)

State of Illinois, I, Alphonse Cerza, Notary Public in and for said County. County of Cook, SS. Carl Silvestri and Norma Silvestri, his wife, and Frank Silvestri and Olga Silvestri, his wife

This instrument was subscribed by personally known to me to be the same person as whose name is 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 1st day of September, 1982. Alphonse Cerza Notary Public, Notary Commission Expires Dec. 15, 1983

RIVER OAKS BANK AND TRUST COMPANY 7711-7713 So. Western Av., Chicago, IL 60647 93 RIVER OAKS CENTER, CALUMET CITY, ILL. 60407 BOX 175 (COOK COUNTY ONLY) For information only insert property address. ILL.

Property Instrument prepared BY ATTORNEY ALPHONSE CERZA Riverdale, Illinois

This space for affixing Stamps and Revenue Stamps An exempt transaction under Sect. 177e of the Revenue Act. Agent

26495238 Document Number

END OF RECORDED DOCUMENT