

26014906

25979764
COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney R. Olson
RECORDER OF DEEDS

WARRANTY DEED IN 25979764

*THIS IS TO RE-RECORD AND RE-ACKNOWLEDGE
TO CORRECT THE TRUST NUMBER.

1981 AUG 26 PM 1:45

25979764

FORM 325 BANGOR, INC.

THIS MENTURE 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 other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant 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 81-07-3680, the following described real estate in the County of Cook and State of Illinois, to-wit:

6810346

Lot 25 in Garlich Subdivision Unit Number 23 Being a Subdivision of Part of the West 1/4 of the East 1/4 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois
This instrument prepared by
Raymond Bayster
736 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 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 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 lease to commence in present or in future, and upon any term and for any period or periods of time, not exceeding 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 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 rent, 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 appurtenant to said real estate or any part thereof, and to deal with said real estate 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 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 any part thereof, and 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 date 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 thereto, and (c) that said Trustee, or any successor in trust, was properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their office as Trustee.

This conveyance is made upon the express understanding and condition that neither The 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 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 Trustee or in the name of 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 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 The Midwest 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 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extract therefrom, as evidence that any transfer, charge or other dealing involving the registered 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, 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 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 use and purposes herein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 21st day of September 1981

Raymond J. Bayster, Notary Public in and for said County

Raymond J. Bayster, Notary Public in and for said County

Midwest Bank and Trust Company
1606 N. Harlem
Eimwood Park, Illinois 60635
131 Harvard Dr. Elk Grove Village
Box 533

COOK C. NO. 016

9411



STATE OF ILLINOIS
RECORDS & CLERK
RECORDS SECTION
38.00

58

REAL ESTATE TRANSFER TAX
38.00

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UNOFFICIAL COPY

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MAIL TO:
MIDWEST BANK AND TRUST CO.
1606 NORTH HARLEM AVE.
ELMWOOD PARK, ILL. 60635

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1981 SEP 30 PM 2:07

Edw. H. Olson
RECORDER OF DEEDS

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END OF RECORDED DOCUMENT