

UNOFFICIAL COPY

DEED IN TRUST  
(WARRANTY)

25995817

1981 SEP 10 PM 3 44 26021599

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor, Emo DiPaolo, a bachelor, 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 and Warranty unto First State Bank & Trust Company of Franklin Park, an Illinois banking corporation of Franklin Park, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 4th day of August, 1981, and known as Trust Number 791, the following described real estate in the County of Cook and State of Illinois, to-wit:

The South 50 feet of Lot 2 (except the West 50 feet), in Fredrick H. Bartlett's Ivashoe Farm, being a resubdivision of Lots 12 and 14, both inclusive in Fredrick H. Bartlett's Irving Park and LaGrange Road Farms, in the East half of the Northwest quarter of Section 21, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

> Trust Number omitted in initial filing - referred to include Trust Number Roy McCampbell Attorney at Law

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TO HAVE AND TO HOLD the said real estate with the covenances, 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 with respect to the real estate or any part or parts of it, and at any time or times 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 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 the present or in the 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 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 other ways and for such other considerations as 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 the 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 the trust property, or be obliged to see that the terms of the trust be 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 trust property, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) from the time of the delivery thereof of the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries hereunder, (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 in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trust or their predecessor or predecessors.

This conveyance is made upon the express understanding and condition that the Grantee, neither 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 done by them 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 thereof, 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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 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 aforesaid has hereunto set hand and seal this 9th day of September, 1981.  
X Emo DiPaolo [Seal]

STATE OF Illinois  
COUNTY OF Cook  
I, Roy F. McCampbell, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Emo DiPaolo, whose name is subscribed to the foregoing instrument, appeared before me on this day of September and acknowledged that he signed, sealed and delivered the said instrument as a 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 9th day of September, 1981.  
My Commission Expires Nov. 6, 1984  
Commission expires

Document Prepared By: Roy F. McCampbell, Attorney At Law  
9758 W. GRAND AVE  
Franklin Pk., Illinois, 60131  
ADDRESS OF PROPERTY: 3758 Wehrman-Schiller Park  
Illinois - 60176  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO:  
1st State Bank & Trust Company  
10101 Grand Ave. Franklin Pk., Ill.  
60131

VENUE STAMPS HERE  
Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE DEPARTMENT  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT OF REVENUE  
REVENUE

25995817  
DOCUMENT NUMBER

UNOFFICIAL COPY

RETURN TO: First State Bank & Trust Company  
of Franklin Park  
10101 West Grand Avenue  
Franklin Park, Illinois 60131

TRUST NO.

791

**DEED IN TRUST**

(WARRANTY DEED)

TO

**First State Bank & Trust Company  
of Franklin Park**  
Franklin Park, Illinois

TRUSTEE

FORM 507 218 (REV. 11/78)

Property of Cook County Clerk's Office

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**END OF RECORDED DOCUMENT**