

THIS DEED WAS PREPARED BY ALAN J. GREIFMAN, SUITE 3700, 33 North LaSalle Street, Chicago, Illinois 60602; 236-6522

## DEED IN TRUST

26182842

Form 191 Rev. 11-71

1982 MAR 25 AM 11 24

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, HENRY J. OLIVIERI, JOSEPH OLIVIERI and JULIUS M. OLIVIERI of the County of Cook and State of Illinois for and in consideration of the sum of Ten and no/100- MAR 27 82 609005 26182842 -- REC Dollars (\$ 10.00 ) 10.20

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey— andarrant unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 30th day of July 19 64, and known as Trust Number 20581 the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Exempt under Local Estate Transfer Tax Ant Sec. 4 Par. 1 & Cook County Ord. 93204

Date 3-25-82 Sign: [Signature]

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 to various any subdivision or part thereof, and to redivide 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 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 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 lease, 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 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 deed or said Trust Agreement or of 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 the name of the 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 whosoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company 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, 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 of 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 the name of the 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 whosoever 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, profits 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 earnings, profits and proceeds thereof as aforesaid, the interest hereunder being limited to said American National Bank and Trust Company of Chicago the entire legal and equitable title, 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 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 or homesteads from sale on execution or otherwise.

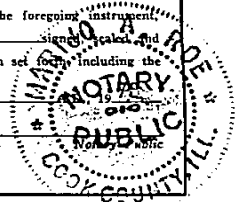
In Witness Whereof, the grantorS aforesaid have hereunto set their hand, and seal, this January 19 78 day of 1978

Henry J. Olivieri [Signature] [SEAL] Joseph Olivieri [Signature] [SEAL] Julius M. Olivieri [Signature] [SEAL]

STATE OF Illinois I, a Notary Public in and for said County of Cook County, in the State aforesaid, do hereby certify that Henry J. Olivieri, Joseph Olivieri and Julius M. Olivieri

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 day of January My commission expires 12-1980



This space for affixing Riders and Revenue Stamps 26182842

# UNOFFICIAL COPY

## EXHIBIT "A"

THE WEST 109.99 FEET OF THE EAST 259.99 FEET OF THE NORTH 100.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND, HEREINAFTER REFERRED TO AS "PARCEL 1)

THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING ON THE WEST LINE OF SOUTH NEW ENGLAND AVENUE, AS DEDICATED BY DOCUMENT 17,017,838 AT A POINT 223.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH ALONG SAID WEST LINE OF SOUTH NEW ENGLAND AVENUE A DISTANCE OF 596.56 FEET TO A POINT 386.18 FEET (AS MEASURED ALONG THE WEST LINE OF SAID SOUTH NEW ENGLAND AVENUE) SOUTH OF THE SOUTHERLY RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD; THENCE WESTERLY 200.00 TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 329.80 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID CHICAGO AND WESTERN INDIANA RAILROAD; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD, A DISTANCE OF 276.75 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 366.21 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, FROM THE POINT OF BEGINNING; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 488.91 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

26182842

Jan 7, 1978  
HIO  
JWD

END OF RECORDED DOCUMENT