

UNOFFICIAL COPY

DEED IN TRUST

26277788

JUL 1 11 30

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORs, Thomas M. Calandriello and Debbie A. Calandriello, 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 of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey— and Warrant— 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 18th day of June 19 82, and known as Trust Number 55485, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 8 in Prairie View Resubdivision, being a resubdivision of all of Lot 3 and parts of Lots 4 and 5, all in Brayton Farms, a Subdivision in the North 1/2 of Section 27, Township 37 North, Range 13 East of the Third Principal Meridian, in the Village of Alsip, Cook County, Illinois.

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 vacate any subdivision or part thereof, and to redivide and to sell or lease 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, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease or otherwise encumber 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 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 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 other rights 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 do all such things which 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 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 trust 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 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 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 his, his or their predecessor or predecessors in trust.

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 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 in the name of the Trustee or beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the direction 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 whatsoever and whomever 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, assets 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, assets and proceeds thereof as aforesaid, the intention thereof being to vest in said American National Bank and Trust Company 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 words "in trust," 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 grantor aforesaid has hereunto set their hand, seal and seal this 19th day of June 19 82

Thomas M. Calandriello (SEAL) Debbie A. Calandriello (SEAL)
Thomas M. Calandriello (SEAL) Debbie A. Calandriello (SEAL)

STATE OF Illinois, the undersigned, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Thomas M. Calandriello, and Debbie A. Calandriello, his wife,

personally known to me to be the same person, whose name they 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 seal this 19 day of June A.D. 19 82

NOTARY PUBLIC
Strat G. Maheras
THIS DEED PREPARED BY: STRAT G. MAHERAS
My commission expires 100 N. La Salle St. Chicago IL. 60602

American National Bank and Trust Company of Chicago 12004 Tripp Ave. Alsip, Il.
Box 221 For information only insert street address of above described property.

10.00
Date 7-1-82
Transfer of Real Estate
Cook County Ord. 9810
Strat G. Maheras
Document Number 26277788

END OF RECORDED DOCUMENT