

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

27176415

180014

FORM 175 BANKRUPTCY, ILL.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors Francesco S. Scianna and Caryn Scianna and Anthony Brancato and Maria L. Brancato 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 unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 11th day of June 1984, and known as Trust Number 26960, the following described real estate in the County of Cook and State of Illinois, to-wit: Parcel 1: The West 59.34 feet, as measured at right angles to the West Line thereof that part of the North 142.59 feet, as measured on the East and West Lines thereof; of the West 550.00 feet, as measured on the North and South Lines thereof, of Lot 1 in Linneman Division in the West 1/2 of the South East 1/4 of Section 14, Township 41 North Range 11 East of the Third Principal Meridian, lying East of a line drawn at right angles to the South Line of the North 142.59 feet thereof, from a point on the aforesaid South Line 236.49 feet West of the South East corner thereof, in Cook County, Illinois, Parcel 2: Easement for Ingress and Egress for the Benefit of Parcel 1 as contained in Document 21473473 and as created by deed from Julius Cohen and Pearl Cohen, his wife, to Isabel C. Miller and Vasco O. Carvahlo and Anna M. Carvahlo, his wife, dated November 21, 1972 and recorded December 27, 1972 as Document 22168991 in Cook County, Illinois.

SUBJECT TO restrictions, easements, covenants of record, 1983 taxes 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, 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 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 lease to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of a 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 lease 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 redivide any part thereof, for the purpose of the better management, preservation, protection, improvement, maintenance or release, convey or assign any right, title or interest in or about or easement appurtenant to any 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 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, and that at the time 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 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 and (d) if the conveyance made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are duly 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 The Cosmopolitan National Bank 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 by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 whatsoever 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 Cosmopolitan National Bank 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," "upon condition," or "with limitation," 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 extracts 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 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 assumption of homestead, and from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seal this 26 day of June 1984

Francesco S. Scianna [SEAL] Anthony Brancato [SEAL]
Caryn Scianna [SEAL] Maria L. Brancato [SEAL]

State of ILLINOIS ss. Dennis R. Torii a Notary Public in and for said County, in County of DU PAGE do hereby certify that Francesco S. Scianna and Caryn Scianna and Anthony Brancato and Maria L. Brancato 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 26 day of June 1984

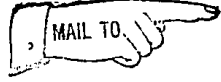
[Signature]
Notary Public

Cook County REAL ESTATE TRANSACTION TAX \$0.96
 REVENUE STAMP JUL 19 84
 031176

COOK CO. NO: 010
 124180
 STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 \$95.00
 JUL 19 1984

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO
 801 NORTH CLARK STREET
 CHICAGO 10, ILLINOIS
 Document Number 27176415

UNOFFICIAL COPY



Dennis Josie
101 W Main St.
Bensenville, Ill 60104

JUL 10 9 43 AM '84 27176415

10 20
10 20

18 JUL 84 9:46

Property of Cook County Clerk's Office
1000
mad
27176415

END OF RECORDED DOCUMENT