

DEED IN TRUST

27 313 650

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, John P. Spinelli and Rose Spinelli, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars ***** 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 9th day of October 19 84, and known as Trust Number 62362, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 17 (Except that part thereof lying West of a Line 50 Feet East of Parallel with the West Line of Section 18) in Block 2, in Commission's Subdivision of Block 15 in Morris and Other's Subdivision of the West 1/2 of the South West 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Cook County

REAL ESTATE TRANSACTION TAX

30.00

Document prepared by Attorney Roy Alleruzzo 2943 West Irving Park Road, Chicago, Illinois

10.00

AND TO HOLD the said real estate with the appurtenances upon the trust, and for the uses and purposes herein and in said Trust Agreement

power and authority is hereby granted to said Trustee, its assigns, executors and administrators said real estate or any part thereof, to delegate, to execute, to execute any and all 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 successors or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to delegate, to execute, to execute 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 freehold, 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 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 execute, to execute and to grant option to lease and options to renew leases and options to purchase said real estate, or any part thereof, for other real or personal property, to grant, to grant, as a charge of any kind, to release, convey or assign any right, title and interest in or about or 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 do 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 in the application of any purchase money, real or money borrowed or advanced on said real estate, or be obliged to see in the terms of this trust have been completed with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or to inquire into and to execute into and out 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 holder of said money) acting on, or claiming under any such mortgage, lease or other instrument, (a) 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 mortgage or other instrument was executed in accordance with the trust, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments hereto, if any, and binding upon all beneficiaries in favor of 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 (c) if the reference is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and have acted 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 conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its executor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for acting in or out of its or their rights of attorney 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 amendments thereto, or for failure to perform or properly 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 to the extent of 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 solely 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 intention hereby being to vest in said American National Bank and Trust Company of Chicago the entire trust and equity in 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 reallocated, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, 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 grantor s aforesaid by ve hereunto set their hand s and seal s this 26th day of October 19 84

John P. Spinelli, Rose Spinelli, John P. Spinelli, Rose Spinelli

STATE OF Illinois ss. Thomas J. Lento, Notary Public in and for said County of Cook ss. John P. Spinelli and Rose Spinelli, his wife,

personally known to me to be the same person s whose name s are 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 Notarial seal this 26th day of October A.D., 19 84

My commission expires April 13, 1988

American National Bank and Trust Company of Chicago 723 South Western Avenue, Chicago, Box 221 For information only insert street address of above described property. 11

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS A TRANSACTION EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSACTION TAX ORDINANCE BY PARAGRAPH (S) 2822 OF SECTION 400.1-286 OF SAID ORDINANCE.

288-14
10/26/84

Notary Public
Thomas J. Lento

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END OF RECORDED DOCUMENT