

UNOFFICIAL COPY

86487269

WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor, Egidio V. Silveri, married to Jacqueline Silveri

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 MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 18th day of September 1978, and known as Trust Number 78-09-2711, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 19 and 20 in Block 1 in River Rand Road Subdivision of Lots 1 to 8 in Block 18 (or Bennett Block), and Lots 1 to 13 in Block 19 (or the Rand Block) in Park Addition to Des Plaines, being a part of the North half of Sections 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Permanent Tax No. 09-16-102-039

This instrument prepared by: THIS IS NOT HOMESTEAD PROPERTY. Angela McClain Midwest Bank & Trust Company 1606 N. Harlem Ave. Elmwood Park, IL 60635

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereinafter 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 and to vacate any subdivision or part thereof, and to reside on said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on contract, to convey with or without consideration, to convey said real estate or any part thereof to a purchaser or successors in trust and to grant to such purchaser or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to partition, to lease and to otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in whole or in part, 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 purchase the whole or any part of said real estate, or any part thereof, and to contract respecting the purchase of said real estate, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to relocate, convey or assign any right, title or interest in or about or incident 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 purposes and 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 and considerations 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 or of 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 agreement, 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 purchasing the same in good faith and for value 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, and 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 hereunder, for that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument, and that 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 its, his or their predecessor in trust, and are fully 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 Midwest Bank and Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, payment 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 a casual and real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or contracted to 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 the attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of said real estate trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except in 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 recording 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 Midwest Bank and Trust Company 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 "upon condition," or "with limitations," 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.

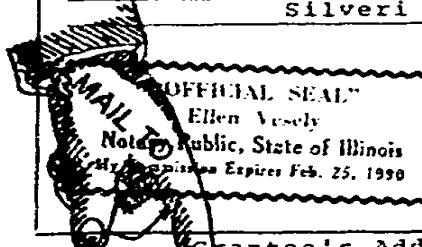
And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 1st day of October 1986. Egidio V. Silveri [SEAL]

State of Illinois ) SS. Ellen Vesely, Notary Public in and for said County, in Cook County. Egidio V. Silveri, married to Jacqueline Silveri

personally known to me to be the same person whose name is subscribed to foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 13th day of October 1986. Ellen Vesely, Notary Public



Grantee's Address: Midwest Bank and Trust Company, 1606 N. Harlem Ave., Elmwood Park, Illinois 60635. 249 S. River Road, Des Plaines, IL 60016

Exempt under provisions of Paragraph 5, Section 4. Real Estate Transfer Tax Act. 10/13/86 Date. Egidio V. Silveri, Father or Representative

This space for affixing Sales and Revenue Stamps

Exempt deed or instrument. Exempt for recording without payment of tax. J. Med. Ill. 10-16-86 City of Des Plaines

Document Number

Mail to

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MAIL TO:  
MIDWEST BANK AND TRUST CO.  
1606 NORTH HARLEM AVE.  
ELMWOOD PARK, ILL. 60635



Property of Cook County Clerk's Office

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PROPERTY OF THE  
COUNTY CLERK OF COOK COUNTY  
160 N. WASHINGTON ST. CHICAGO, ILL. 60601

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