

DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY

86521750 662415 U

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S. SAM TUMINARO and ELEANOR M. TUMINARO, his wife

of the County of DuPage and State of Illinois, for and in consideration of the sum of \$10.00, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto First State Bank & Trust Company of Franklin Park, an Illinois banking corporation of Franklin Park, Illinois, 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 30th day of April, 1984, and known as Trust Number 1009, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 6 in Block 20 in Prospect Country Club Subdivision of the South East 1/4 of Section 11 and the South 15 acres of the East 1/2 of the North East 1/4 of Section 11, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.I.N. #04-11-401-016

G-A-O 79

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the uses and purposes herein and in said Trust Agreement set forth.

This power and authority is hereby granted to said Trustee with respect to the real estate, in any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or pay for thereof, to dedicate public streets, highways or alleys and to lease, assign, sublease, let, rent, or otherwise dispose of the same, to affix, to construct, sell, to grant options to purchase, to sell on any terms, to convey, either entire or in shares, by deed, conveyance, assignment, sale, or otherwise, to any person or persons, successors or successors-in-trust and to grant to make assignments or trust all of the title, estate, rights and interests so held or possessed by the Grantors to the Trustee to dedicate, to mortgage, lease, or otherwise encumber said real estate, in any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or otherwise, to lease to commence in the present or in the future and upon any terms or for any period or periods of time, not exceeding in the case of any single term the term of 100 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 permissions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and suboptions to renew leases and options to purchase the whole or any part, the reversion and to contract respecting the manner of fixing the amount of present or future rentals to find, to release, to assign, to assign any right, title or interest, to make any alterations, to grant easements or grants, restrictions or charges of any kind, and to do all acts and things necessary to effectuate the purposes of this instrument, to cause the same to be registered or recorded, and to deal with said real estate and every part thereof in all other ways and for whatever considerations may be had therefor, and to take for any person, money, value or benefit received for any person, money, value or benefit received for the same to deal with the same, whether made in or different from the place where 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 which said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or by his successor in trust, be obliged to see to the application of any purchase money, rent or money, borrowed or loaned on the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the attorney, expenses or expenditures of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement and every said trust deed, mortgage, lease or other instrument executed by said Trustee or any successor in trust, in respect of said real property, shall be conclusive evidence sufficient of every person relying upon or claiming under any such conveyance, lease or other instrument, or that at the time of the delivery thereof the trust created by this Deed and by said Trust Agreement was fully funded and effected, or that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained herein or in said Trust Agreement or in any amendments thereto, or any and all covenants, conditions and limitations contained herein or in said Trust Agreement or in any documents made or incorporated by reference thereto, or that the Trustee or any successor in trust, was duly authorized and empowered to execute and deliver the same, or that the Trustee or any successor in trust, had the right to do so, except in so far as the trust property and funds in the actual possession of the Trustee shall be appropriate for the payment and discharge thereof, all persons and corporations who may and whatsoever shall be charged with notice of the same, obtain from the date of filing the record of this Deed.

This conveyance is made upon the express understanding and condition that the Grantor and his wife, herein referred to as Trustee and his successors or successors in trust, shall incur no personal liability or be subjected to any claim, demand or action for anything of or in respect of or their agents or attorneys may do or omit to do, or about the said real estate or under the provisions of the Deed of said Trust Agreement or any amendment thereto, or for any act or property happening in or about the said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or created by the Trustee in connection with said real estate may be extinguished by it in the name of the then beneficiaries under and in trust as their attorney, in fact, merely executable 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 appropriate for the payment and discharge thereof, all persons and corporations who may and whatsoever shall be charged with notice of the same, obtain from the date of filing the record of this Deed.

The interest of each and every beneficiary surrendered and under and said Trust Agreement and of all persons claiming under them or any of them shall be valid in the earnings, credits and proceeds arising from the sale of other divisions of the trust property, and such interest is hereby limited to the same, and no beneficiary, however, shall have any title or interest in or to any part of the trust property as much, but only an interest in the earnings, credits and proceeds thereof as aforesaid, the intention, however, being to retain in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property is born or hereafter registered, the Register of Titles is hereby directed not to register or record the certificate of title or duplicate thereof, or memorial the words "in trust" or "upon condition" or "with limitation" or similar import, in accordance with the statute in such case made and provided.

And the said Grantor, hereby, especially 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 exemption of homesteads from sale on execution of otherwise.

IN WITNESS WHEREOF, the Grantor S. aforesaid have hereunto set their hands and seals this 27th day of December, 1986.

Sam Tuminaro
SAM TUMINARO*Eleanor M. Tuminaro*
ELEANOR M. TUMINAROSTATE OF ILLINOIS
COUNTY OF DuPage
Evelyn D. Bradford

I, a Notary Public in and for said County, in the State of Illinois, do hereby certify that SAM TUMINARO AND ELEANOR M. TUMINARO, his wife, personally known to me to be the same person, 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 at 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 27th day of December, 1986.

Evelyn D. Bradford

NOTARY PUBLIC

Document Prepared by C. Jackson Darnall, Esq., Franklin Park, IL

Commission expires 12/31/2010

P.O. Box 1177

Franklin Park, IL 60131

ADDRESS OF PROPERTY
410 S. Na-Na-Ta

Mt. Prospect, IL 60056

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT PAYMENTS TODOCUMENT NUMBER
86521750

I hereby declare that this Deed represents a transaction exempt under provisions of Paragraph (e), Section 4, of the Real Estate Transfer Tax Act.
Dated this 27th day of December

RETURN TO: Elmer Sorenson, Ranch 9 -

Or Franklin Park
10101 West Grand Avenue
Franklin Park, Illinois 60131

52 : 11 98 330 05

三

TRUST NO. 1009

DEED IN TRUST

(WARRANTY DEED)

古

FIC
THE JULIUS BANK & TRUST COMPANY
of Franklin Park
Franklin Park, Illinois

TRUSTEE

Property of Cook County Clerk's Office
UCC-30-00 44444444444444444444444444444444