

87431791

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor(s), James J. Coniglio, divorced and not since remarried of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100s Dollars (\$ 10.00), in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, Convey(s) and Warranty(s) unto the First American Bank of Riverside, an Illinois Banking Corporation duly organized and existing under the laws of the State of 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 15th day of July, 19 85, and known as Trust Number 395, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 40 (except the West 114 Feet thereof) and the West 36 Feet of Lot 41 in H. O. Stone and Company's Fourth Addition Riverside Acres, being a Subdivision of the North 25 Acres of the South 50 Acres of the West 1/2 of the South East 1/4 of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

GBO

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH 1, ILL. REAL TRANSFER TAX ACCT.

This space for affixing Return and Revenue Stamp

Handwritten signature and date: 8/1/87

PERMANENT INDEX NUMBER 18-011-077 TP ALL 87431791

TO HAVE AND TO HOLD the said real estate with the covenants, upon the trusts, and for the use and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to execute, manage, perfect 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 repurchase 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 trustee or trustees in trust and to grant to such trustee or trustees 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 payments in advance, 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 hereafter, to contract to make leases and to grant options to lease 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 charges of any kind, to release, convey or assign any right, title or interest in or about or easement 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 to do if 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, purchased or be sold, leased or mortgaged by said Trustee, or any successor in trust be obliged to see to the application of any purchase money, price or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed have been complied with, or be obliged to inquire into the validity, necessity or expediency of any act of said Trustee or be obliged or permitted 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, in 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, in 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, (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver any such deed, trust 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, right, title, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither the First American Bank of Riverside, nor its Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done or omitted by them or their agents, attorneys or any other person in or about the said real estate or the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to persons or property happening in or about said real estate, any and all such liabilities being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with this deed, or any other instrument may be entered into by or for the name of the Trustee under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or as the executor 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, whomever 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, 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 the earnings, assets and proceeds thereof as aforesaid, the situation hereof being in, and at said the First American Bank of Riverside 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 extract therefrom, as evidence that any transfer, charge or other dealing involving the real estate is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waive S and release S 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 ha S hereunto set his hand and seal this 1st day of August 19 87

James J. Coniglio [SEAL]

State of Illinois } ss. I, Stefania N. Kotsovos a Notary Public in and for said County, in County of Cook } the state aforesaid, do hereby certify that James J. Coniglio

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 1st day of August 19 87

Stefania N. Kotsovos [Signature] Notary Public

"OFFICIAL SEAL" Stefania H. Kotsovos Notary Public, State of Illinois My Commission Expires 10/30/90

RETURN TO FIRST AMERICAN BANK OF RIVERSIDE RIVERSIDE, ILLINOIS 60546

8234 W. 45th Street Lyons, IL

For information only users street address of above described property

87-431791

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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