

DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY

62535478

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor

John A. Salemi and Marie Salemi, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum
of Ten and No/100 Dollars.(S) 10.00 -----, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey S and Warrant S 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 28th day of September, 1987 and known as Trust Number 1234, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 177 in Eden Manor, being a Subdivision of the South 990 feet of the North West Quarter of the North East Quarter of Section 21, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 12-21-221-053-0000

ACO #

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 with respect to the real estate or any part or parts of it, and at any time or times 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 subdivide 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 leases to commence in the present or in the future and for any term or terms and for any consideration, or for a sum or sums to be determined at the time of lease, and to renew, extend, increase, or reduce leases upon any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease said 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 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, 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 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, or 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 payment of any taxes, assessments, rents, or other charges or expenses of any kind, or to be liable for anything to the terms of the trust have been contravened with, or be obliged to incur any expense for the payment of any act or acts 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 trust property, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, or other instrument, (a) that at the time of the delivery thereof the trust created by this Deed 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 herein and in said Trust Agreement or in all amendments thereto, if any, and is binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver such deed, trust deed, lease, or other instrument, (d) if the conveyance is made to a successor in trust, that such successor in trust has been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of us, as are then predicated of trust.

This conveyance is made upon the express understanding and condition that the Grantor, or their individually or as Trustee, or the successors in trust, in full force and effect, do not or do not intend to do or allow the said real estate or any part thereof to be disposed of in any manner, or to any person, except in accordance with the terms of this Deed or said Trust Agreement or any amendment thereto, or for the purpose of paying off or discharging any indebtedness due by the Trustee in connection with said real estate, may be entered into by him in the name of the then beneficiaries under said Trust Agreement or their attorney, in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, or 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 available for the payment and discharge thereof). All persons and corporations who co-own and whatever shall be charged with notice of the 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest in the effect of being to vest in the Trustee the entire legal and equitable title in, for example, or and to all of the trust property above described.

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

And the said Grantor, hereby expressly waive, and release, any and all rights or benefits 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 S aforesaid has ve hereunto set their hand and seal this 28th
day of September, 1987.

John A. Salemi (Seal)
John A. Salemi

Marie Salemi (Seal)
Marie Salemi

STATE OF Illinois
COUNTY OF DuPage

1. Evelyn D. Bradford

, a Notary Public in and for said County, in the State

aforesaid, do hereby certify that John A. Salemi and Marie Salemi, his wife
personally known to me to be the same person S, whose name S are subscribed to the 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 28th day of September, 1987.

Commission expires 1988
OFFICIAL SEAL
EVELYN D. BRADFORD
NOTARY PUBLIC STATE OF ILLINOIS
MY COMM. EXP. AUG. 10, 1980

DOCUMENT PREPARED BY Evelyn D. Bradford

Evelyn D. Bradford
10101 W. Grand Ave.
Franklin Park, Il. 60131

Evelyn D. Bradford NOTARY PUBLIC

ADDRESS OF PROPERTY

3827 North Emerson
Schiller Park, Il. 60176THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO

(Name)

(Address)

DOCUMENT NUMBER

62535478

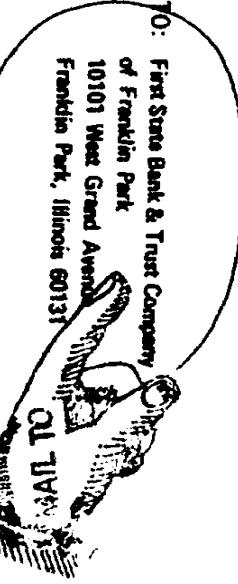
AFFIX "RIDERS" OR REVENUE STAMPS HERE

Exempt under Real Estate Transfer Act Sec 4
Par. E & Cook County Ord. 95104 Par. 5
Date 9-28-87

RETURN TO:

First State Bank & Trust Company
of Franklin Park
10101 West Grand Avenue
Franklin Park, Illinois 60131

TRUST NO. _____



-87-555478

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UNOFFICIAL COPY

DEED IN TRUST

(WARRANTY DEED)

TO

First
State Bank & Trust Company
of Franklin Park
Franklin Park, Illinois

TRUSTEE

12.00

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12.00