

UNOFFICIAL COPY

(WARRANTY)

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(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S. Anthony Tumbarello & Constance Tumbarello, his wife & Vincent Mangiardi & Barbara Mangiardi, his wife of the County of Cook, and State of Illinois, for and in consideration of the sum of TEN and no/100 (5 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation of Chicago, 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 11th day of March, 1985, and known as Trust Number 910, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 9 in Block 13 in North West Highlands, being a Subdivision of the East 1/2 of the Southeast 1/4 (except 2 Acres in the Extreme Southeast Corner thereof) of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 03-19-413-019 HAC commonly known as 1104 North Walnut, Arlington Heights, Illinois.

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 resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, alien, with or without condition, to lease, to give, to exchange, to mortgage, to pledge, to assign, to repossess, to release, to retain, to sell, to let, to lease, to let and collect rents, in trust, all of the title, exclusive powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledg, 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 otherwise, by leases to commence in the present or in the future and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and remainder of the said real estate, and to make all arrangements of management, sale, to let, to lease, to let and collect rents, in trust, 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 would be lawful for any person owning the same to deal with the same, whether similar or not, 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 to the application of any purchase money, rent or money borrowed or advanced 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 authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of the trust, including the Trust Agreement and every document, instrument, note or other instrument executed by said Trustee or his agent, in trust, in relation to said real estate, to hold title to said real estate in trust, or to convey, alien, mortgage, pledge, or otherwise encumber 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 would be lawful for any person owning the same to deal with the same, whether similar or not, 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 to the application of any purchase money, rent or money borrowed or advanced 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 authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of the trust, including the Trust Agreement and every document, instrument, note or other instrument executed by said Trustee or his agent, in trust, in relation to said real estate, to hold title to said real estate in trust, or to convey, alien, mortgage, pledge, or otherwise encumber 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 would be lawful for any person owning the same to deal with the same, whether similar or not, different from the ways above specified, at any time or times hereafter.

This conveyance is made upon the express understanding and condition that the transfer, or that of his, her, individually or as Trustee, or its or their agents or 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 amendment thereto, or for injury to person or property happening in or about the 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 him in the name of the then beneficiaries under said Trust Agreement as his attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in his 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 or in 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 limited to the amount of the earnings, avails and proceeds arising from the sale or any other disposition of the real 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 "aforesaid" being to vest in the Trustee the entire legal and equitable title in fee simple, in and in all of the trust property above described.

If the title to any of the trust property 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", "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 S. hereby expressly 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 or otherwise.

IN WITNESS WHEREOF, the Grantor S. aforesaid has hereunto set their hand S. and seal S. this 15th day of June, 19 87.

Linda Ketchmark (Seal) Anthony Tumbarello (Seal)
Anthony Tumbarello

Vincent Mangiardi (Seal) Constance Tumbarello, his wife (Seal)
Vincent Mangiardi
STATE OF Illinois
COUNTY OF Cook

Barbara Mangiardi (Seal) Barbara Mangiardi, his wife (Seal)
Barbara Mangiardi

I, Linda Ketchmark, Notary Public in and for said County, in the State of Illinois, do hereby certify that Vincent Mangiardi & Barbara Mangiardi, his wife personally known to me to be the same person, whose names are s. 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 Notary Seal this 15th day of June, 19 87.

Commission expires January 26 OFFICIAL SEAL
Linda Ketchmark
Notary Public, State of Illinois
Document Prepared By: Don Carrillo
Commission Expires Jan. 26, 1991

NOTARY PUBLIC

ADDRESS OF PROPERTY:

1104 North Walnut

Arlington Heights, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

Exempt under provisions of Paragraph , Section 4
Real Estate Transfer Tax Act 7-1-77
Date
Buyer, Seller or Representative

Office
606-11-348
606-11-349

DOCUMENT NUMBER
2929528

