

51019993

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **NINO CISTERNINO**, a married person 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^S and Warrant^S unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the **4th** day of **February** 19**87**, and known as Trust Number 101275-Q4

the following described real estate in the County of **COOK** and State of **Illinois**, to wit: **Lot 8 in Block 3 in Rawson's Subdivision of the East 1/2 of the Southeast 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian (except that part of said Lot 8 lying East of a line 50 Feet West of and parallel with the East line of said Section 13, as condemned for widening Western Avenue) in Cook County, Illinois.** Subject to Trust Deed recorded as Document No. 21439732; Trust Deed recorded as Document No. 25513709; Trust Deed recorded as Doc. No. 23856485; Terms, conditions, provisions and limitations contained in the Lawdale Conservation Project Plan, recorded as Doc. No. 20494541. Proceedings Pending in the Circuit Court of Cook County in Case Nos. 80 MI-63452 and 83 MI-403716 and 86 MI-400176; \$2,000.00 fine entered February 27, 1983 and \$2,000.00 Order Judgment entered August 21, 1984 and Lis Pendens recorded as Doc. 27341968 in Case No. 83MI-403716; permanent injunction restraining defendants not to use entire building and Lis Pendens Notice Doc. No. 86017356 entered in Case No. 86MI400176; general taxes for the years 1978 and subsequent. **SUBJECT PROPERTY DOES NOT CONSTITUTE HOMESTEAD PROPERTY**

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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivisions or part thereof, to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, in money either with or without installment to carry said real estate or any part thereof to a purchaser or purchasers in trust and to grant to such purchaser or purchasers in trust all of the title, title powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, in fee and real estate, or any part thereof, from time to time, in possession or reversion, by lease 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 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, in order to make, amend or grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract requesting the manner of filing 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 appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all ways whatsoever for such other 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 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 said real estate, or be obliged to see to the terms of this Trust Deed being 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 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 claiming the benefit of title of said real estate, or any part thereof, under any such conveyance, lease or other instrument, in that at the time of the delivery thereof the bona fide belief existed in this instrument and in said Trust Agreement was in full force and effect, so that such conveyance or other instrument was executed in accordance with the trusts, covenants and limitations contained in this instrument and in said Trust Agreement or its amendments thereof if any, and binding upon all beneficiaries hereunder, so that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and did so in full compliance with the trusts, covenants, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually, nor said Trustee, nor his successor or successors in trust shall have any personal liability or be subjected to any claim, judgment or decree for anything done or omitted to be done by or for said Trustee, or his successor or successors in trust, or for any act or omission to do so or about said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate and all such liability being for any negligence, willful and illegal act, contract, obligation or indebtedness incurred or entered into by the Trustee, his successor or successors in trust, or any of them, in the exercise of the trusts, covenants, duties and obligations hereunder, or at the direction of the Trustee, in his or her name as Trustee of an estate, or as a fiduciary, and the Trustee shall have no obligation, whatsoever with respect to or about such contract, obligation or indebtedness except as to the terms, conditions and liabilities of the same as set forth in the instrument or instruments in which the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations who have any interest in or about said real estate shall be notified of this condition from the date of this Deed.

The interests of each and every person claiming under and under said Trust Agreement and of all persons claiming under them or any of them shall belong to the surviving assets and proceeds arising from the sale of any interest in said real estate and any interest is hereby declared to be personal property and no beneficiary hereunder shall have any title or interest in or to said real estate as such, but only an interest in any such sale and proceeds thereof as aforesaid the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire trust or an 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 the said grantor hereby expressly waives ^S and releases ^S any and all right of benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid **his** hereunto set **his** hand, and seal, this **23rd** day of **February**, 19**87**.

Nino Cisternino
NINO CISTERNINO [SEAL]

This Instrument Prepared by: **AVRUM REIFER, 5701 W. Cermak Rd., Cicero, Illinois 60650**

STATE OF **Illinois**) I, **the undersigned**, a Notary Public in and for said County of **Cook**)
 County of **Cook**)
 County, in the State aforesaid, do hereby certify that **NINO CISTERNINO, a married person**

personally known to me to be the same person whose name is **is** 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 **23rd** day of **February**, A.D. 19**87**.

"OFFICIAL SEAL"
Queen E. Robinson
 Notary Public, State of Illinois
 My Commission Expires 9/22/90

Queen E. Robinson
 Notary Public

American National Bank and Trust Company of Chicago
 Box 221

PERMANENT TAX ID NO.: 16-13-426-047
 1118 South Western Ave. Chicago, Ill.
 For information only insert street address of above described property

87107810
 This space for Printing Riders and Receiver Stamps

Document Number

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Property of Cook County Clerk's Office



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COOK COUNTY RECORDER

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