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88037631

DEED IN TRUST

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, JOHN R. GAROFALO, MAURO D. GAROFALO, JAMES W. GAROFALO of the Counties of COOK and DuPAGE and State of ILLINOIS, for and in consideration and RONALD J. GAROFALO of the County of ARAPAHOE and State of COLORADO 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... and Warrant 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 1st day of DECEMBER 19 87 and known as Trust Number 103629-03, the following described real estate in the County of COOK and State of Illinois, to wit:

Lots 15 and 16 in Block 6, in Midland Development Company's Northlake Village, a Subdivision of the North Half of the Northwest Quarter of Section 5, Township 39 North, Range 12, East of the Third Principal Meridian (except the South 208.7 feet of the West 208.7 feet East of Wolf Road of the North Half of the Northwest Quarter aforesaid), in Cook County, Illinois.

TAX ID No's 15-05-107-015-0000 15 15-05-107-016-0000 16 DAO M.

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, repair, renovate and subdivide said real estate or any part thereof, to dedicate public streets, highways or to make any subdivision or part thereof, and to vendible 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 mortgagee or assignee in trust and to grant to such mortgagee or assignee in trust all of the title, estate, powers and authorities vested in said Trustee, to demise, 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 perpetuity or for a term, to 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 conditions thereof at any time or times hereafter, to grant to such mortgagee or assignee in trust and to grant to such mortgagee or assignee in trust the purchase of the whole or any part of the real estate and to contract respecting the same, to partition or to divide 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 in charge 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 other ways and for such other considerations as it should be lawful for any person owning the same to do 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 that the terms of this deed have been complied with, or be obliged to inquire into the propriety, 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 (including the Registrar of Titles in said State) 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 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 every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a mortgagee or successor in trust, that such mortgagee or successor in trust has been properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, 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 or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this deed and said Trust Agreement or any amendment thereof, or for injury to person or property happening to or about said real estate, 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 enforced only by it in the name of the Trust Agreement, and the Trustee of the Trustee, as 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing in the record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them and their heirs shall be a life interest in the earnings, profits 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 the beneficiaries hereunder shall have any title or interest legal or equitable in or to said real estate or such interest as declared in or under, said deed and proceeds thereof as aforesaid the intention being to vest in said American National Bank and Trust Company of Chicago 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 the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all articles of the State of Illinois, providing for exemption or homesteads from sale or execution or otherwise.

In Witness Whereof, the grantor, the aforesaid have hereunto set their hand and seal this 12th day of DECEMBER 19 87. [Signatures and seals of John R. Garofalo, Mauro D. Garofalo, James W. Garofalo, and Ronald J. Garofalo]

(SEE RIDER) STATE OF ILLINOIS, I, DIANE CHUDINA, a Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that JOHN R. GAROFALO, MAURO D. GAROFALO and JAMES W. GAROFALO

personally known to me to be the same persons 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 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 seal this 12th day of December A.D. 19 87. Diane Chudina, Notary Public

My commission expires April 16, 1989

This space for affixing Riders and Revenue Stamps

153-55 E. North Ave. Northlake Ill.

Document Number

American National Bank and Trust Company of Chicago Box 221

153-55 E. North Ave. Northlake Ill. For information only insert street address of above described property.

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R I D E R

Property of Cook County Clerk's Office

DEPT-01 \$12.25  
T-3333 TRAM 7234 01/26/88 13:15:00  
#6608 # C \* - 88 - 037634  
COOK COUNTY RECORDER

88037634

[SEAL] [SEAL]

(RIDER REFERRED TO)  
STATE OF COLORADO } I, Herdy Hillborn a Notary Public in and for said  
County of ARAPAHOE }<sup>th</sup> County, in the State aforesaid, do hereby certify that RONALD L. GAROFALO

personally known to me to be the same person whose name 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 \_\_\_\_\_ seal this 8th day of November A.D. 1987  
Herdy Hillborn  
Notary Public

My commission expires 3/30/90

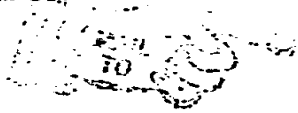
Document Number

-88-037634

American National Bank and Trust Company of Chicago

Box 221

For information only insert street address of above described property.



RETURN TO: JOHN L. GAROFALO  
1001 N. BELLEVUE  
OAK PARK, ILL 60302

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RECORDED

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