

DEED IN TRUST
(WARRANTY)

UNOFFICIAL COPY

88640538

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S. Vincent Manglardi & Barbara Manglardi his wife and Anthony Tumbarello & Constance Tumbarello, his wife

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 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 33 in Nichols Home Park Addition, being a Subdivision of that part of the South 1/2 (except the North 3.38 chains thereof) of the North 1/2 of the Southwest 1/4 of Section 2, Township 39 North, Range 12, East of the Third Principal Meridian, lying between the East Line of the North Fifth Avenue and of Cook County Forest Preserve and right of way of First Avenue, in Cook County, Illinois.

Permanent Index No. 15-02-339-011-0000 F DO M
Commonly known as 1122 Nichols Lane, Maywood, Illinois 60153

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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 in any part or parts of it, at any time or times to improve, manage, protect and defend the real estate or any part thereof, to dedicate streets, highways or alleys and to enter upon the same and to make all reasonable alterations and improvements thereto, to enter into contracts to sell, to grant options to purchase, to sell on any terms, in concert, either with or without consideration, to convey and sell real estate or any part thereof to a successor or successors in trust and to grant to such successors or successors in trust all of the title, estate, powers and authorities vested in said Trustee to dispose, to dedicate, to mortgage, pledge or otherwise encumber and real estate in 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 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, modify leases and renewals and periods thereof at any time or times hereafter, subject to the rights of lessees to sue for quiet enjoyment, to lease again, to assign, to exchange, to partition or exchange said real estate, or any part thereof, in the manner of fixing the amount of present or future rentals to partition or exchange said real estate, or any part thereof, or 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 any or all of the aforesaid appurtenances 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 power dealing with said Trustee, or any successor in trust, 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 successors 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 lawfulness, necessity of the expediency, or any act of said Trustee, or any successor in trust, or to whom said real estate or any part thereof shall be conveyed, or to whom it may be sold, or to whom it may be mortgaged, or otherwise disposed of, or to whom it may be given, or to whom it may be left, or to whom it may be bequeathed, or to whom it may be left by will, or to whom it may be devised, or to whom it may be left by any 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 the Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained therein 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 every such deed, trust deed, lease, mortgage, or other instrument and (d) if 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, rights, powers, authorities and obligations of us, his or their predecessors in trust.

This contract is made upon the express understanding and condition that he who signs this instrument individually, as Trustee, and his successors or successors in trust, shall be liable only to the extent of his individual liability, and to no other, and that he who signs this instrument, in behalf of another, to pay claim judgments, costs, for anything it or they do or cause to do or omit to do or omit 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 said 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 it in the name of the than beneficiaries under said Trust Agreement as their attorney, in fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, its name, or the name of an express trust and not individually, the trust, or trust, that has the obligation, or the holder of the obligation, or the holder of the power to charge the trust, and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof, all persons and corporations whomsoever and whatsoever shall be charged with notice of the same, 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, as to them or any of them shall be only in the earnings, avails and proceeds arising from the sale of 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 intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in 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 register or enter 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 rights 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 have hereunto set their hand S. and seal S. this 10th day of December 1987

Vincent Manglardi

(Seal)

Barbara Manglardi, his wife

(Seal)

Anthony Tumbarello

(Seal)

Constance Tumbarello, his wife

COUNTY OF Cook

LINDA KETCHMARK

I, Linda Ketchmark, Notary Public in and for said County, in the State of Illinois, do hereby certify that Vincent Manglardi & Barbara Manglardi, his wife & Anthony Tumbarello, his wife, are subscribers 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 Notarial Seal this 10th day of December 1987.

Commission expires January 26 1991

NOTARY PUBLIC

Document Prepared By

Don Carrillo, Atty. at Law

218 North Jefferson #201

Chicago, Illinois 60606

ADDRESS OF PROPERTY

1122 Nichols Lane

Maywood, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO

IN NAME

ADDRESS

DOCUMENT NUMBER

RETURN TO:

GLADSTONE-NORWOOD

TRUST & SAVINGS BANK

LAWMONT CENTRAL AVENUE

CHICAGO, ILLINOIS 60636

PHONE 708-946

TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

**GLADSTONE-NORWOOD TRUST
& SAVINGS BANK**

Chicago, Illinois

TRUSTEE

MAIL TO:

DON CARLUO
Attorney At Law
218 North Jefferson Street, Suite 201
Chicago, Illinois 60606
(312) 963-3464

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COOK COUNTY RECORDER

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