

THIS INDENTURE WITNESSETH, That the Grantors James D. Caliendo, Jr. and Jo Ann Caliendo, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100's Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of March 19 88 and known as Trust Number 88-03-5433, the following described real estate in the County of Cook and State of Illinois, to-wit:

The North 7 feet of Lot 30 all of Lot 31 and the South 3 feet of Lot 32 in Block 3 in Ellsworth in the West 1/2 of the South East 1/4 of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number 12-25-401-049

This Instrument Prepared By Kathleen Plazyk Midwest Bank and Trust Company 1606 North Harlem Avenue Elmwood Park, Illinois 60635

SUBJECT TO

DEPT-01 T#3333 TRAN 6117 04/21/88 #26222 # C \* -88-167613 COOK COUNTY RECORDER

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, maintain, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or ways and to vacate any subdivision or part thereof, and to re-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, 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 person or by proxy, by lease to commence in present or in future, and 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 or to exchange said real estate, or any part thereof, for other real and personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or pertaining to said real estate or any part thereof, and to deal with said real estate and every part thereof in any other way and for whatever consideration 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 or successors 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 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 said Trust Agreement, and every deed, trust deed, lease, mortgage 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 of said county) relying upon or claiming under any such conveyance instrument or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture 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 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, duties and obligations of us, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, 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 or said Trust Agreement or any amendment thereto, or for injury to person or property by operating 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 then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

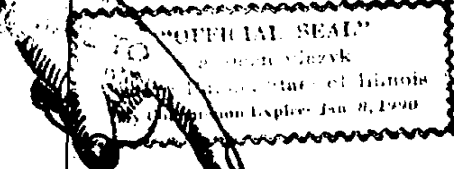
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds of the sale or any other disposition of said real estate, any and all such liability being hereby expressly waived and released.

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 any of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce this Indenture or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantors 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 grantors aforesaid have hereunto set their hands and seals this 1st day of March 19 88 James D. Caliendo, Jr. (SEAL) Jo Ann Caliendo (SEAL)

State of Illinois ) I, James D. Caliendo, Jr. and Jo Ann Caliendo, his wife, a Notary Public in and for said County, in Cook County, Illinois, do hereby certify that



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 notarial seal this 1st day of March 19 88 Notary Public

GRANTEE'S ADDRESS Midwest Bank and Trust Company 1606 N Harlem Ave. Elmwood Park, Illinois 60635

2717 N. 75 Court Elmwood Park, Illinois 60635 For information only insert street address of above described property.

12.00

Exempt under provisions of Paragraph 4, Section 4. Real Estate Transfer Tax Act. Date 3-1-88 Buyer, Seller or Representative James D. Caliendo, Jr.

Document Number -88-167613

MAIL TO:  
MIDWEST BANK AND TRUST CO.  
1606 NORTH HARLEM AVE.  
ELMWOOD PARK, ILL. 60635

UNOFFICIAL COPY



Property of Cook County Clerk's Office

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