

## DEED IN TRUST

(WARRANTY)

88361434

(The Above Space For Recordary Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S. ROBERT C. MUSCARELLA and  
RUTH A. MUSCARELLA, his wifeof the County of COOK and State of Illinois, for and in consideration of the sum  
of TEN AND NO/100 Dollars,is 10.00 in hand paid, and other good and valuable considerations, receipt of which is hereby duly  
acknowledged, Convey FIRST STATE BANK & TRUST COMPANY OF FRANKLIN PARK, an Illinois bank  
my corporation of Franklin Park, 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 20th day of June, 1978, and known as Trust Number  
425, the following described real estate in the County of COOK and State of Illinois, to wit:LOT 47 IN PLUM GROVE HILLS, UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE  
SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH,  
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

88361434

Perm. I.D. #02-07-103-024

EXCEPT under PROVISIONS of Par. E Sec. -4 of Real Estate Transfer Act.

John Sachanda

Date \_\_\_\_\_

ATTORNEY/AGENT

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purpose herein and in the 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 of times to improve, make, repair and maintain said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to create any subdivision or part thereof, and to 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 and to grant to such successors 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 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 or modify leases and the terms and provisions thereof at any time or times hereafter, for any period or periods of time, and to grant options to lease or options to purchase or to assign or pur chase the whole or a part of the possession, to convey, to mortgage, to lease, to assign, to grant, to let, to let and to let again, to partition or to 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 about, or easement, encumbrance or valid 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 mentioned, at all times 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 expensiveness 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, or conveyance, lease or other instrument executed by said Trustee or any successor in trust, or any instrument executed by any agent, attorney, factor, or other person, or any instrument executed under any such name, shall be deemed to be fully acknowledged and accepted by the parties thereto, the trust created by the deed and by said Trust Agreement was in full force and effect, so that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations, heretofore and in said Trust Agreement, or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, so that said Trustee, or any co-trustee in trust, was fully authorized and empowered to execute and deliver every such deed, trust, deed, lease, mortgage or other instrument and fully the conveyance is made to a successor in 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 the same or their predecessors in trust.

This conveyance is made upon the express understanding and condition that the Grantee, whether individually or as Trustee, nor his successor or successors in trust shall in any personal liability be subjected to any claim, judgment or decree for anything due to them or to any of their agents or attorneys, or to any claim or action for the said real estate or wholly or partially the proceeds of the sale of said Trust Agreement or any amendment thereto, or for injury, damage or loss to property, or for any claim or action for the recovery of any part of the proceeds of the sale of the said real estate, or wholly or partially the proceeds of the sale of the said real estate, being hereby expressly waived and released. All claims and actions against any individual or entity created or maintained by the Trustee in his name, or in the name of the then non-trustee, under said Trust Agreement, as attorney, factor, or other person, or any agent, or trustee, or in fact, hereto previously accounted for such purposes, or at the election of the Trustee, in whatever manner, or in the course of an express trust and not independently (and the Trustee shall have no obligation whatsoever with respect to any such claim, or action, or cause of action, or debt, except only so far as the trust property and funds in the actual possession of the Trustee shall be applied to the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of any action taken from the date of the filing for record of this deed.

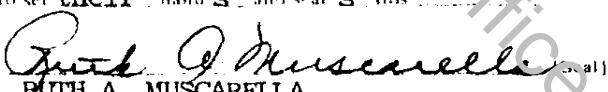
The interest of each and every beneficiary, hereunder and since said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, "avail and proceeds arising from the sale of any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, or to said trust property as such, but only an interest in the earnings, avail and proceeds thereof as aforesaid, the interest 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 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 "open 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. ROBERT C. MUSCARELLA, hereby expressly waive, and release, any and all right of benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homestead from sale on execution or otherwise.

10/1

IN WITNESS WHEREOF, the Grantor, S. ROBERT C. MUSCARELLA, hereto set their hand, S. and seal, S., thisday of July, 1988
  
 ROBERT C. MUSCARELLA

  
 Ruth A. Muscarella [Seal]  
 RUTH A. MUSCARELLA
STATE OF ILLINOIS  
COUNTY OF COOK

I, JOHN SACHANDA, Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERT C. MUSCARELLA and RUTH A. MUSCARELLA, his wife, personally known to me, 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. JOHN SACHANDA in writing, including the release and waiver of the right of homestead.

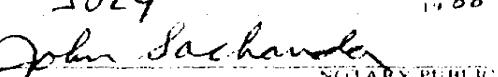
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/8/92

17TH

day of

JULY

1988

  
 John Sachanda  
NOTARY PUBLIC

Commission expires

DOCUMENT PREPARED BY

Ernest R. Blomquist, III

750 W. Northwest Hwy.

Arlington Heights, IL 60004

ADDRESS OF PROPERTY

620 Peregrine Drive

Palatine, IL 60067

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

SEND SUBSEQUENT TAX BILLS TO

Robert C. Muscarella

620 Peregrine Drive

Palatine, IL 60067

DOCUMENT NUMBER

•RETURN TO: First State Bank & Trust Company

of Franklin Park

10101 West Grand Avenue

Franklin Park, Illinois 60131

TRUST NO. \_\_\_\_\_

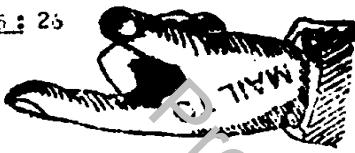
## DEED IN TRUST

(WARRANTY DEED)

TO

First State Bank & Trust Company  
of Franklin Park  
Franklin Park, Illinois

TRUSTEE



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