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The above space for recorder's use only

**THIS INDENTURE WITNESSETH**, That the Grantor, Lawrence Pagni, married to Lillian Pagni

of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten and 00/100 Dollars (\$ 10.00 ),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey B, and  
Warrant unto COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking  
association under the laws of the United States of America, 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 23rd day of March 1989, and  
known as Trust Number 3088, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

Lot 1 in Bayster's Subdivision, being a Subdivision of part of the West 1/2 of the East 1/2 of Section 22, Township 41 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

Property address: 68 N. Lively Blvd., Elk Grove, IL 60007

PTID#: 08-22-400-052

*THIS IS NOT Homestead PROPERTY*

**SUBJECT TO** covenants, conditions and restrictions of record; public and utility easements and roads and highways; and general real estate taxes for 1989 and subsequent years.

**Real Estate Tax**

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 by the Grantor, in his or her sole and absolute discretion, to convey, sell, lease, let, and subdivide and real estate in any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision, plot, or portion, and to convey individual real estate and/or as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either in fee simple or in fee tail, in leases, in leases for lives, in leases for years, in leases at will, and to grant any other interest in the said real estate, or any part thereof, 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 present or in 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 time hereafter, to contract to make leases and to grant options to lease and to grant options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, or to lease, or to exchange, and 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 rights, titles or interests in or about or overment 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 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 any part thereof shall be compelled, compelled to be sold, leased or mortgaged by said Trustee, or any successor in trust, he obliged to see to the application or the 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 any successor in trust, or 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 Recipient of the Trust, if and only if said instrument is duly executed and delivered, and such conveyance 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 conditions contained therein, and (c) that the Trustee, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) that the conveyance is made to a successor in trust, or to whom such successor in trust has been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of any, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Columbia National Bank 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 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 opening in or about said real estate, and so much 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 purpose, 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 or holder shall have any title of interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds therefrom as aforesaid, the intention hereof being to vest in said Columbia National Bank 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 "subject to trust", with limitations, or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement 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 grantor 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 grantor Lawrence Pagni, aforesaid has hereunto set his hand and seal this 23rd day of March 1989.

*Lawrence Pagni* (SEAL) (SEAL) (SEAL)

State of Illinois  
County of Cook SS.  
Lillian Pagni

*RICHARD J. DALEY* a Notary Public in and for said County, in  
the state aforesaid, do hereby verify that Lawrence Pagni, married to

"OFFICIAL SEAL"  
**RICHARD J. DALEY**  
Notary Public, State of Illinois  
Commission Expires Mar. 13, 1993

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 23 day of March 1989

Return to:

Columbia National Bank of Chicago  
5250 N. Harlem Avenue  
Chicago, IL 60656  
ATTN: Trust Dept.

68 N. Lively, Elk Grove Village  
For information only insert street address of above described property.

TR3 C&J

BC 1000

12<sup>00</sup>

