

UNOFFICIAL COPY

DEED IN TRUST
(ILLINOIS)

89337171

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THE GRANTOR S, FRANK DI COSOLA, and MILDRED DI COSOLA, his wife, JAMES DICOSOLA and EMILY DI COSOLA, his wife,

DEPT-01 RECORDING
T82222 TRAN 5311 07/24/89
3063 : B - 37-33
COOK COUNTY RECORDER

of the County of COOK and State of Illinois
for and in consideration of Ten and no/100 (\$10.00)
Dollars, and other good and valuable considerations in hand paid,
Convey and ~~WARRANT~~ QUITCLAIM unto
**FRANK DI COSOLA, MILDRED DI COSOLA,
JAMES DI COSOLA and EMILY DI COSOLA**
20 S. Doe Road, Park Ridge, Illinois
(NAME AND ADDRESS OF GRANTEE)

(The Above Space For Recorder's Use Only)

as Trustee under the provisions of a trust agreement dated the 12TH day of July, 1989, and known as Trust Number ONE (hereinafter referred to as "said trustee," regardless of the number of trustees) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to-wit: **THE PARCELS OF REAL ESTATE DESCRIBED ON EXHIBIT A OF RIDER ATTACHED.**

Permanent Real Estate Index Number: SEE EXHIBIT A ON RIDER ATTACHED
Address(es) of real estate: SEE EXHIBIT A ON RIDER ATTACHED

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys, to locate any subdivision or part thereof, and to resubdivide said property 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 premises or any part thereof to a successor or successors in trust and 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 property, or any part thereof, to lease said property, 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 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 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 the whole or any part of the reversion and to contract respecting the manner of living the amount of present or future rentals, to partition or to exchange said property, or any part thereof, in 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 appurtenant to said premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of his trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or compelled 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 in relation to said real estate 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 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 some amendment thereof and binding upon all beneficiaries thereunder, and (c) that said trustee 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 its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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 thereof as aforesaid.

If the title to any of the above lands 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 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 grantor S aforesaid have hereunto set their hands and sealS this 12TH day of July, 1989.

Frank Di Cosola (SEAL)
Frank Di Cosola
Mildred Di Cosola
Mildred Di Cosola
State of Illinois, County of SS.

James Di Cosola (SEAL)
James Di Cosola
Emily Di Cosola
Emily Di Cosola

" OFFICIAL SEAL "
Robert DiSilvestro
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/1/93

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Frank Di Cosola & Mildred Di Cosola, his wife** personally known to me to be the same person whose name S are subscribed to the foregoing instrument, appeared before me 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 conveyance of the right of homestead.

Commission expires April 1 1993
Robert DiSilvestro
NOTARY PUBLIC

This instrument was prepared by **R. F. Di Silvestro, 3800 N. Austin Ave., Chicago, Ill**
(NAME AND ADDRESS)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO { **R. F. Di Silvestro**
(Name)
3800 N. Austin Avenue
(Address)
Chicago, Il 60634
(City, State and Zip)

" OFFICIAL SEAL "
Robert DiSilvestro
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/1/93

(Name)
(Address)
(City, State and Zip)

ATTORNEYS FOR GRANTEE AND GRANTORS
EXEMPT UNDER THE PROVISIONS OF PAR. (E), SEC. 7 OF REAL ESTATE TRANSFER ACT, PAR. (E), SEC. 2001-2(b) (1) OF THE ILLINOIS TAX TRANSFER ACT
Cook County Transfer Tax Ordinance and Par. (e), Sec. 2001-2(b) (1) of the Illinois Tax Transfer Act
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Deed in Trust

TO

GEORGE E. COLE*
LEGAL FORMS

Property of Cook County Clerk's Office

12128868

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EXHIBIT A

RIDER TO DEED

PARCEL ONE: Undivided one-half (1/2) interest in and to Lot 16 (except the East 12 feet thereof) and all of Lot 17 in Clark and Seaton's Resubdivision of Lots 1 to 8 and 16 to 24 inclusive in Block 2 in Johnson's Addition to Mont Clare being a subdivision of the East half of the West half of the West one-third of the East half of the Southwest quarter of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Property Address: 2755 N. Nordica, Chicago, Illinois

Permanent Tax Index No.: 13-30-303-045

PARCEL TWO: Undivided one-half (1/2) interest in and to Lot 14 and 15 and the East 12 feet of lot 16 in Clark and Seaton's Resubdivision of Lots 1 to 8 and 16 to 24 in Block 2 in Johnson's Addition to Mont Clare being a subdivision of the East half of the West half and the West one-third of the East half of the South West Quarter of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Property Address: 7033 W. Diversey, Chicago, Illinois

Permanent Tax Index No: 13-30-303-046

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PARCEL THREE: Undivided one-half (1/2) interest in and to Lots 9 and 10 in Block 10 in Frank N. Cage's Addition to Franklin Park, a Subdivision in the South West 1/4 of the South West 1/4 of Section 22 and the South East 1/4 of the South East 1/4 of Section 21, Township 40 North, Range 12 East of the third Principal Meridian, in Cook County, Illinois.

Property Address: 9714-9720 Pacific Avenue, Franklin Park, IL 60131

Permanent Tax Index Nos.: 12-21-424-003
12-21-424-004