

**DEED IN TRUST**

**ST 89292152 UNOFFICIAL COPY**

Form 191 Rev. 14-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Dominic DeLeonardis, a bachelor,  
and Daniel Consalve, married to Alice K. Consalve  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten and No/100 Dollars (\$ 10.00)

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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking  
association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust

Agreement, dated the 10th day of February, 1988, and known as Trust Number 1016641-05, the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 5 IN THE SOUTH 1/2 OF LOT 4 IN BLOCK 2 IN MONROE'S  
SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST  
1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

12 00

PTN # 14-31-328-031

1652 NO. BELL

CHICAGO, IL 60647 23 12:26

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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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways, or alleys to create and subdivide or park thereof, and to subdividse said real estate as often as desired, to contract to sell, to grant options to purchase, to sell all or any portion of any interest in any part thereof, to lease or let any part thereof in rental or real estate or any part thereof to a successor or successor in interest and to grant to such successor or successors in trust all or any interest in any part thereof, to lease or let any part thereof, to dedicate or 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, to partition 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 term or periods thereof the term of 199 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 conditions and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to renew leases and options to purchase or lease any part of said real estate, or any part thereof, to restricted, respecting the manner of fixing the amount of present or future rentals, to partition or to exchange or to let or to lease or to give or to sell or to convey or to assign any right, title or interest in or about or in easement appurtenant to said real estate, or any part thereof, to grant an option or charge of any kind, to release, convey, or assign any right, title and for such other considerations as it would be lawful for and persons making the same to deal with the same, whether similar to it or different from the uses 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 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 of money borrowed or advanced in aid of 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 title, ownership or application of any part of said real estate held by said Trustee, or his assignee or successor in trust, or to see that the 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 Registrars of Titles of said county, relying upon such conveyance, lease or other instrument, and that at the time of the delivery thereof the trust created by this Indenture and 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 contained in the Trust Agreement and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, so 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 all rights, powers, authorities, duties and obligations of him, his or their predecessor in trust.

This instrument is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as their agents or successors in trust shall incur any personal liability or be subjected to any claim, judgment, decree or anything in or out of its or their interests or attorney's may be or will be done 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 happening in or about said real estate, and any and all such liability being incurred by the express written consent and direction of the Trustee in connection with said real estate may be asserted against it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact and the instrument hereinabove signed shall be deemed to be the trustee, in the name of, as Trustees of an express Agreement and not individually and the Trustee shall have no obligation whatsoever in respect of such instrument, collation or individual 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 instrument shall be liable to the payment of the sum of five thousand dollars (\$5,000) to the Trustee 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 personal property and assets from the sale or any other disposition of said real estate, and such interest is hereby declared to be 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 make 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.

Seal 8 this 19<sup>th</sup> day of August, 1889.  
Dominic De Leonardi (SEAL) Daniel F. Consalvo (SEAL)  
DOMINIC DELMONARDIS DANIEL CONSALVO  
1889-1890

STATE OF ILLINOIS  
COUNTY OF COOK

County, in the State aforesaid, do hereby certify that **Dominic DeLeonardis**,  
**Daniel Consalvo and Alike K. Consalvo**, HIS WIFE.

personally known to me to be the same person, whose name is                          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 **PETER M. VESELY**  
- OFFICIAL SEAL -  
PETER M. VESELY  
NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARIAL FEES \$1.00/92  
1992 day of **August**, A.D. 19**92**  
*Peter M. Vesely*  
Notary Public

DONALD S. FRISCH

For information only insert street address of  
above described property.

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above described property.**

**UNOFFICIAL COPY**

*Property of Cook County Clerk's Office*