

618976 CM 72 45 044 JCR

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, SERGE DiSILVESTRO and DONNA DiSILVESTRO, His Wife of the County of Cook and State of Illinois, for and in consideration 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 Warranty 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 First day of March 19 90, and known as Trust Number 110442-03 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 63 in the Harvest Heights of Mount Prospect being a Subdivision of Part of the South West 1/4 of Section 35, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded as Document 88147393 in Cook County, Illinois.

P.I.N.: 03-35-300-009-0000 & 03-35-301-001-0000

COMMON ADDRESS: 300 Autumn Lane, Mt. Prospect, IL 60056

13.00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 MAR -9 AM 11:01

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Exempt under provisions of Paragraph

Section 4, Real Estate Transfer Tax Act.

3-7-90  
Date  
Buyer, Seller or Representative

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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to various subdivisions or parts thereof, and to resubdivide 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 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 possession or reversion, by leases to commence in present or in future, and upon any term and for any period or periods of time, not exceeding in the case of any single demise the term of two years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of two years, 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 using the amount of present or future rentals in addition to or in exchange for said real estate, or any part thereof, for other real or personal property, to exact amounts of charges of any kind, to release, convey or assign any right, title or interest in or about or easement 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 to which 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 to 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, 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 Registrar of Titles of said County relying upon or claiming under any such conveyance, lease or other instrument, but 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, 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, and 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 rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its executor 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 happening in or about said real estate, 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 incurred solely by it in the name of the Trustee, 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 in 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, profits 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 earnings, profits and proceeds thereof as aforesaid; the intention hereof being to vest in said American National Bank and Trust Company 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 file 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 right or benefit under and by virtue of any and all laws of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set her hand and seal this 1st day of March 1990.  
 Serge DiSilvestro (SEAL) Donna DiSilvestro (SEAL)  
 SERGE DiSILVESTRO (SEAL) DONNA DiSILVESTRO (SEAL)

STATE OF ILLINOIS ) DANIEL O. HANDS  
 County of Cook ) County, in the State aforesaid, do hereby certify that Serge DiSilvestro and Donna DiSilvestro

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 seal this 1st day of March A.D., 1990  
 DANIEL O. HANDS  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES NOV. 2, 1991

Prepared by and mail to:  
 American National Bank and Trust Company of Chicago  
 Box 221

200 Autumn Lane Mt. Prospect, IL  
 For information only insert street address of above described property.  
 60056

VILLAGE OF MOUNT PROSPECT  
 REAL ESTATE TRANSFER TAX  
 MAR 7 1990  
 2675 \$ EXEMPT

Document Number  
 90106531

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