

THIS INDENTURE WITNESSETH, That the Grantor, MICHELE PELLEGRINO and MARLENE PELLEGRINO, a/k/a MARLENE M. PELLEGRINO, 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 Warrant unto State Bank of Countryside a banking corporation duly organized and existing under the laws of the State of 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 15th day of January, 1987, and known as Trust Number 87-230, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 2 AND 4 IN PELLEGRINO SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## SUBJECT TO:

1. All general taxes and special assessments levied after the year 1980.
2. Easements, covenants, restrictions, and conditions of record  
ADDRESS: 18655 S. KEDZIE AVE. FLOSSMOOR IL. 60422  
P.I.N. 31-01-766-007

## SUBJECT TO

**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, and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell to or 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, or 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, 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 or hereafter, in 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 same, fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, 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 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 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 that the terms of any purchase money, rent or money borrowed or advanced on said real estate or by reason of any act of said Trustee, or be obliged or privileged to inquire into the authority, necessity, or any other fact, of said trust or of any instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall he conclusively 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, 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 the conveyance of either instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture, and in full Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder; (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, 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, authority, duties and obligations of its, his or their predecessors in trust.

The conveyance is made upon the express understanding and condition that neither State Bank of Countryside, individually or as Trustee, nor successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it does, or its agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or sold Trust Agreement, or any amendment thereto, or for injury to person, or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any costs, obligation or indebtedness incurred or entered into by said Trustee in connection with said real estate may be entered into by it in the name of the then-beneficiaries under said Trust Agreement at their attorney's instance, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as trustee of the 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 to the same and discharge therefrom. All powers and corporate rights 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 other disposition of said real estate, equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof, after all debts, expenses and taxes due and owing in respect of the real estate above described.

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 other disposition of said real estate, equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof, after all debts, expenses and taxes due and owing in respect of the real estate above described.

In 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 in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or will not be required to produce this Indenture or a copy thereof, or any extracts therefrom, as evidence that any transfer, clause or other dealing involving the registered instrument is in accordance with the true intent and meaning of the trust.

And the said Grantors, hereby expressly waive and release any and all right on 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, aforesaid have hereunto set their hands and seal this 1st day of MARCH, 1990.

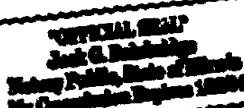
(SEAL) Michele Pellegrino (SEAL)

(SEAL) Marlene Pellegrino (SEAL)

(SEAL) Marlene Pellegrino (SEAL)

..... Marlene Pellegrino .....

State of Illinois, I, JACK DAINBROOK, a Notary Public in and for said County, County of Cook, ss. In the state aforesaid, do hereby certify that Michele Pellegrino and Marlene Pellegrino, his wife



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 notarial seal this 1st day of MARCH, 1990.

Jack G. Barrett  
Notary Public

STATE BANK OF COUNTRYSIDE RECORDER:

6724 Joliet Road  
Countryside, Illinois 60428  
(312) 488-3100

MAILED TO:  
C.J. BARRETT  
9235 S. TURNER AVE.  
EVERGREEN PARK IL.  
60642



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
PER 1000
\$ 95.00
DEPT OF REVENUE
RECEIVED

This space for affixing Ricks and Revenue Stamps

2 0 2 5 9 0
Cost, Credit
REAL ESTATE TRANSACTION
4 7 5 0
STAMP NO. 44906
REVENUE

Document Number

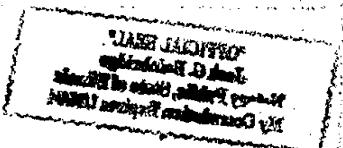
62290706

# UNOFFICIAL COPY

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30291 34-90-106773  
CROK COUNTY RECORDER

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13.25