

# DEED IN TRUST UNOFFICIAL COPY 00119184

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **RUDOLPH ROSETTI**, married to **MARILLA ROSETTI** 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 - and Warrant - unto **HERITAGE TRUST COMPANY**, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the **22nd** day of **June** 19 **90**, and known as Trust Number **90-4037**, the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

The North 150 feet of Lot 13 in Block 194 in Chicago Heights, in Sections 28 and 29, Township 35 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded July 19, 1892 as Document No. 1702735, in Cook County, Illinois. Commonly known as 102 West 21st Street, Chicago Heights, IL 60411  
PTIN: 32-29-211-0002

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 said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to execute any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to grant or succeed 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 and real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in person, or in future, and upon any term or terms 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 fixing the amount 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, release, convey or assign any right, title or interest in or about or 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 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 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 be obliged or privileged to inquire into 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 (at 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, or 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, or 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 do 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.

This conveyance is made upon the express understanding and conditions that neither the said Trust Company, 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 neglecting it or they or its or their agents or attorneys to 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, any 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 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 purposes, 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 hereunder shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in earnings, avails and proceeds thereof as aforesaid, the tenor hereof being to vest in said Heritage Trust Company the entire legal and equitable title in fee simple, in and to said 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 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 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor **S** aforesaid have hereunto set their hand **S** and seal **S** this **22nd** day of **June** 19 **90**  
**X Marilla B. Rosetti** (SEAL)  
**X Rudolph Rosetti** (SEAL)

STATE OF **Illinois**, I, **the undersigned** a Notary Public in and for said County of **Cook** County, in the State aforesaid, do hereby certify that **RUDOLPH ROSETTI, married to MARILLA ROSETTI,**

personally known to me to be the same person **S** whose name **S** 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 **22nd** day of **June** A.D. 19 **90**  
**Sheldon L. Lebold** Notary Public  
My commission expires

GRANTEE:  
**HERITAGE TRUST COMPANY**  
17500 Oak Park Avenue  
Tinley Park, Illinois 60477

**102 W. 21st St., Chicago Heights, IL 60411**  
For information only insert street address of above described property.

This Document Prepared By: **Sheldon L. Lebold**  
**P.O. Box 266**  
**Orland Park, IL 60462**

Real Estate Trustee To: **Heritage Trust Co.**  
6/22/90  
Date  
This space for affixing Riders and Revenue Stamp

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

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• DEPT-01 RECORDING \$13.25  
• T89999 TRAN 9921 07/03/90 14:33:00  
• 83967 \* \*-90-319484  
• COOK COUNTY RECORDER



Sheldon L. Lebold  
PO BOX 266  
Orland Park, IL 60462

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