

FORM 4555 RAMP FORMS, INC.

THIS INDENTURE WITNESSETH, That the Grantor, S ANTHONY PONZIO and JOANNE PONZIO, his wife, 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 MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 31st day of May 1988, and known as Trust Number 88-05-5514, the following described real estate in the County of Cook and State of Illinois, to-wit:

88414576

Unit Number B-3 in Landers House Condominium, as delineated on a Survey of the following described real estate: All of Lot 10 and the North 1/2 of Lot 11, together with all of the vacated alley lying West of and adjoining Lot 10 and the North 1/2 of Lots 11, all in Block 8 in the subdivision of Blocks 1, 8, 9, 10, 11, 14, 15, and 16 in Bouges Addition to Oak Park, being a Subdivision in the South East 1/4 of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, IL, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 25646856, together with the undivided percentage interest in the common elements, and use of parking space No. 45 and 46, as a limited common element in Cook County, IL.

Commonly known as 1020 N. Harlem, River Forest, Illinois, 60305.

SUBJECT TO covenants, conditions and restrictions of record and to current taxes. This Deed is being ReRecorded & Re-PTN: 15-01-406-032-1014 Acknowledged to Correct Date to 6/6/88

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 vest in 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 sell or to buy terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust, 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 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 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, to release, convey or assign any right, title or interest in or about or concerning any part of 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 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, (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 the Indenture and in said Trust Agreement or in all amendments thereof, 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, lease, mortgage or other instrument and (d) if the conveyance in 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 condition that neither The Midwest Bank and 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 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 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said The Midwest Bank and Trust Company 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 heretofore registered, the Registrar of Titles is hereby directed not to register or note in similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases 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 grantors aforesaid have hereunto set their hands and seal this 6th day of June 19 88

ANTHONY PONZIO [SEAL] JOANNE PONZIO [SEAL]

State of IL ss. I, James T. McGuire a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that Anthony Ponzio and Joanne Ponzio, his wife

personally known to me to be the same person whose name 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 Notary Public, State of Illinois of Homestead. My Commission Expires 10-30-92 under my hand and notarial seal this 12th day of July 19 90 James T. McGuire Notary Public

Midwest Bank and Trust Company
1606 N. Harlem
Elmwood Park, Illinois
60635

This instrument prepared by James McGuire, 7610 W. North Ave., Elmwood Park, IL 60635
For information only insert street address of above described property.

EXEMPTION APPROVED
VILLAGE ADMINISTRATOR, VILLAGE OF RIVER FOREST
Charles Bando
Section 4, 6-10-88
James T. McGuire
Notary Public, State of Illinois

Document Number

UNOFFICIAL COPY

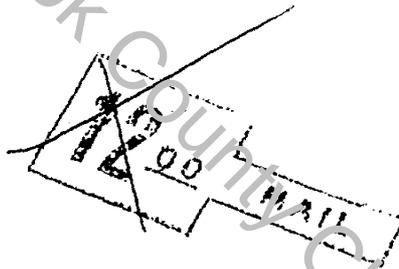
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 . #8951 # G *-90-355053
 . COOK COUNTY RECORDER

90355053

. DEPT-01 RECORDING \$12.25
 . T#2222 TRAN 7944 09/12/88 13:09:00
 . #1971 # B *-88-414576
 . COOK COUNTY RECORDER

Property of Cook County Clerk's Office

88414576



LOSS + PAVONE
 1 S. 443 SUMMIT AVE.
 OAKBROOK TERRACE, IL.
 60181



88414576

90355053

~~James T. McNamee
 mail to: Spring Meadows Hotel
 7640 West North Avenue
 Elmwood Park, IL 60635~~



14/25

UNOFFICIAL COPY



~~James F. McNamee
mail to: James F. McNamee
9610 West North Avenue
Chicago, IL 60635~~

90355053

88414576

60181



LOSS & BAYONE
15443 SUMMIT AVE.
DARBROOK TERRACE, IL.

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DEPT-01 RECORDING \$12.25
TRAN 7944 09/12/88 13:09:00
#1971 \$ B *-88-414576
COOK COUNTY RECORDER

DEPT-01 RECORDING \$14.25
TRAN 1767 07/24/90 11:20:00
#8981 \$ G *-90-355053
COOK COUNTY RECORDER