

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Fiore J. Adelizzi and Dora M. Adelizzi, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 (\$10.00) 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 19th day of March 1991, and known as Trust Number 113578-03 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 59 in Block 6 in Poplar Hills Unit Number 2-D, being a Subdivision in the Northeast 1/4 of Section 25, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, on July 1, 1977 as Document Number 23995893, (hereinafter referred to as the premises), in Cook County, Illinois.

Commonly known as: 1779 Burr Ridge, Hoffman Estates, IL

P.T.I.N. 01-25-201-004

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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 in accordance with any subdivision or plat 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 locate, to dedicate, to mortgage, to lease 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 lease in possession, in perpetuity, or for any term or terms, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any lease 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 premises and to contract regarding the manner of living 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 powers or charges of any kind, in 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 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 liable or prejudicially 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 Register of Titles of said County) relying upon or claiming under any such conveyance, lease or other instrument, so 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, and binding upon all beneficiaries hereunder, and that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver such deed, trust deed, mortgage or other instrument, and that 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 American National Bank and Trust Company of Chicago, 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 in or done by it or its agents or attorneys in or about the sale or about said real estate or under the provisions of this Indenture or said Trust Agreement, or any amendments thereto, or for injury to person or property sustained in or about said real estate, and all such liability being hereby 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 authorized for such purpose, or, at the election of the Trustee in its own name, as Trustee or an express trust and the Trustee shall have the obligation, whatsoever with respect to any such contract, obligation or indebtedness, shall 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 whatsoever 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 the same or any of them shall be only in the earnings, avails and proceeds accruing 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 intention hereof being set forth 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 in the Register of Titles, it is hereby directed not to register or not in the certificate of title or duplicate thereof, or memorial, the words "in trust," or upon conditions, 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 statutes of the State of Illinois, providing for exemption of homesteads from sale on execution of otherwise.

In Witness Whereof, the grantor, s/aforesaid have hereunto set their hand and seal this 11th day of April, 1991.

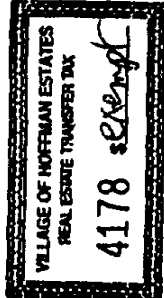
Fiore J. Adelizzi (SEAL) Dora M. Adelizzi (SEAL)
Fiore J. Adelizzi (SEAL) Dora M. Adelizzi (SEAL)

STATE OF Illinois, the undersigned, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Fiore J. Adelizzi and Dora M. Adelizzi, his wife, are

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 official search of homestead.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of April, 1991.
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES NOV. 31, 1991

My commission expires 11-21-91



EXEMPT under Real Estate Transfer Tax Act S4, 9e & Cook County Ord. 95104 94 Dated 4-11-91

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UNOFFICIAL COPY

Property of *Mail to:*
Law Office
Senechalls & Murray, P.C.
555 East Golf Road
Arlington Heights, Illinois 60005

COOK County Clerk's Office



DEPT-01 RECORDING \$13.29
TR#222 TRAM 8746 04/19/91 10:26:00
#3415 4 B *--91--180469
COOK COUNTY RECORDER

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