

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH that the Grantors, Joseph Fabiani Jr. and Shirley Fabiani, his wife

of the County of Cook and State of Illinois for and in consideration of the sum of Ten 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto American Midwest Bank & Trust, 17th Avenue and Lake Street, Melrose Park, Illinois, 60160 a corporation duly organized and existing as an Illinois Corporation under the laws of the United States of America, 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 14th day of February 19 80, and known as Trust Number 4040, the following described real estate in the County of Cook and State of Illinois, to-wit:

92472516

DEPT-01 RECORDING \$25.00
T#0010 TRAN 0853 06/29/92 14:29:00
\$2076 \$ *-92-472516
COOK COUNTY RECORDER

The above space for recorder's use only

Lot 140 (Except the North 24 Feet thereof) in North Avenue Addition to Melrose Park, A Subdivision of the North 63 acres of the Northwest 1/4 of Section 3, Township 39 North, Range 12, East of the Third Principal Meridian, In Cook County, Illinois.

Real Estate Index No. 15-03-105-035

This document was prepared by: Michelle Colon, American Midwest Bank & Trust, 1500 W. Lake Street, Melrose Park, IL 60160

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 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, to 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 lease 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 means 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 encumbrance 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 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 this 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 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 condition that neither American Midwest Bank & Trust, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything done by it 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 said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into in the name of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 charge 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 in 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 American Midwest National Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in any of this 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," "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trust 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 of homestead 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(s) aforesaid have hereunto set their hand(s) and seal(s) this 14th day of May, 1992. Joseph Fabiani, Jr. (SEAL) Shirley Fabiani (SEAL)

State of Illinois ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Joseph Fabiani, Jr. and Shirley Fabiani, his wife

OFFICIAL SEAL MICHELLE COLON Notary Public, State of Illinois My Commission Expires 4/5/94

personally knows 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 14th day of May, 1992 Michelle Colon Notary Public

This space for affixing Return and Reverse Stamp Exempt Under Provisions of Paragraph E Section 4, Real Estate Transfer Act. 6/12/92 Signature Date

92472516 Document Number

RETURN TO: AMERICAN MIDWEST BANK & TRUST 17th Avenue & Lake Street Melrose Park, Illinois, 60160 Box 189-Cook County Recorder

1801 N. 20th Avenue, Melrose Park, IL 60160 For information only insert street address of above described property.

\$25.00 E

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Property of Cook County Clerk's Office

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01/10/24

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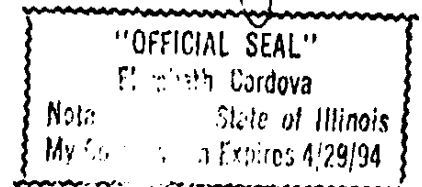
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 6/12, 1998 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the said [Signature] this 12TH day of June, 1998.

Notary Public Elizabeth Cordova



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 6/12, 1998 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the said [Signature] this 12TH day of June, 1998.

Notary Public Elizabeth Cordova



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NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or AE] to be recorded in Cook County, Illinois, if except under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

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