

UNOFFICIAL COPY

93439060

93439060

5135/435
- AR

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH THAT THE GRANTORS **ANTONINO SCARDINA and ANTONINA SCARDINA, his wife, as joint tenants** of the County of **COOK** and State of **Illinois**, for and in consideration of the sum of **TEN and NO/One-hundredths** Dollars (\$ **10.00**) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto **BRIDGEVIEW BANK AND TRUST COMPANY**, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the **16th** day of **January**, 19 **81**, and known as Trust Number **1-0986**, the following described real estate in the County of **COOK** and State of Illinois, to-wit:

****Lot TWENTY-SIX (26) in HEATHERSFIELD WEST UNIT NO. 3, a Metric Subdivision of the South 335.10 feet (102.138 meters) of the North 499.10 feet (152.56 meters) of the North One-half (N 1/2) (except the East 656.63 feet [199.988 meters] thereof) of the South West One-quarter (SW 1/4) of the North West One-quarter (NW 1/4) of Section 11, Township 37 North, Range 12 East of the Third Principal Meridian in COOK COUNTY, Illinois****

P.I.N. 23-11-111-052-0000 Vol. 151
ADDRESS: 8721 West Surrey Park, Palos Hills, IL 60465

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 or otherwise dispose of any part thereof with or without consideration to any person, to convey, lease, 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 lease for a term or terms in present or in future, and upon any terms and for any period or periods of time, not exceeding the term of any lease, 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 upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appertaining to said real estate or any part thereof, and to do 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 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 any of the terms of said Trust Agreement, 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 as 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, and that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations as 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 every such deed, trust deed, lease or mortgage or other instrument and that 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 the trust as their predecessor or predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither Bridgeview 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 or for the acts or their agents or attorneys may do or omit to do in or about the sale or other disposition of said real estate, or of 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 as aly and proceeds thereof as aforesaid, the amount thereof being to vest in said Bridgeview Bank and Trust Company the entire legal and equitable title in fee simple, in and to all 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, as aly and proceeds resulting from the sale of 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 as aly and proceeds thereof as aforesaid, the amount thereof being to vest in said Bridgeview 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 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.

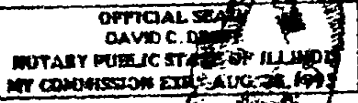
And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of home-heads from sale on execution or otherwise.

In Witness Whereof the grantor **S** aforesaid have hereunto set their hand **S** and seal **S** this **16th** day of

May 19**93**
Antonino Scardina (SEAL) **Antonino Scardina** (SEAL)
Antonina Scardina (SEAL) **Antonino Scardina** (SEAL)

STATE OF **ILLINOIS**
County of **COOK**

the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that **ANTONINO SCARDINA and ANTONINA SCARDINA, his wife, as joint tenants**



personally known to me to be the same person **S** whose name **S** they subscribed to the foregoing instrument appeared before me this day in person and acknowledged that **they** signed, sealed and delivered this 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**, A.D. 19 **93**
David C. Dineff Notary Public
My commission expires **8/28/93**

GRANTEE:
BRIDGEVIEW BANK AND TRUST COMPANY
7040 South Harlem Avenue
Bridgeview, Illinois 60455

8721 West Surrey Park, Palos Hills 60465
For information only insert street address of above described property

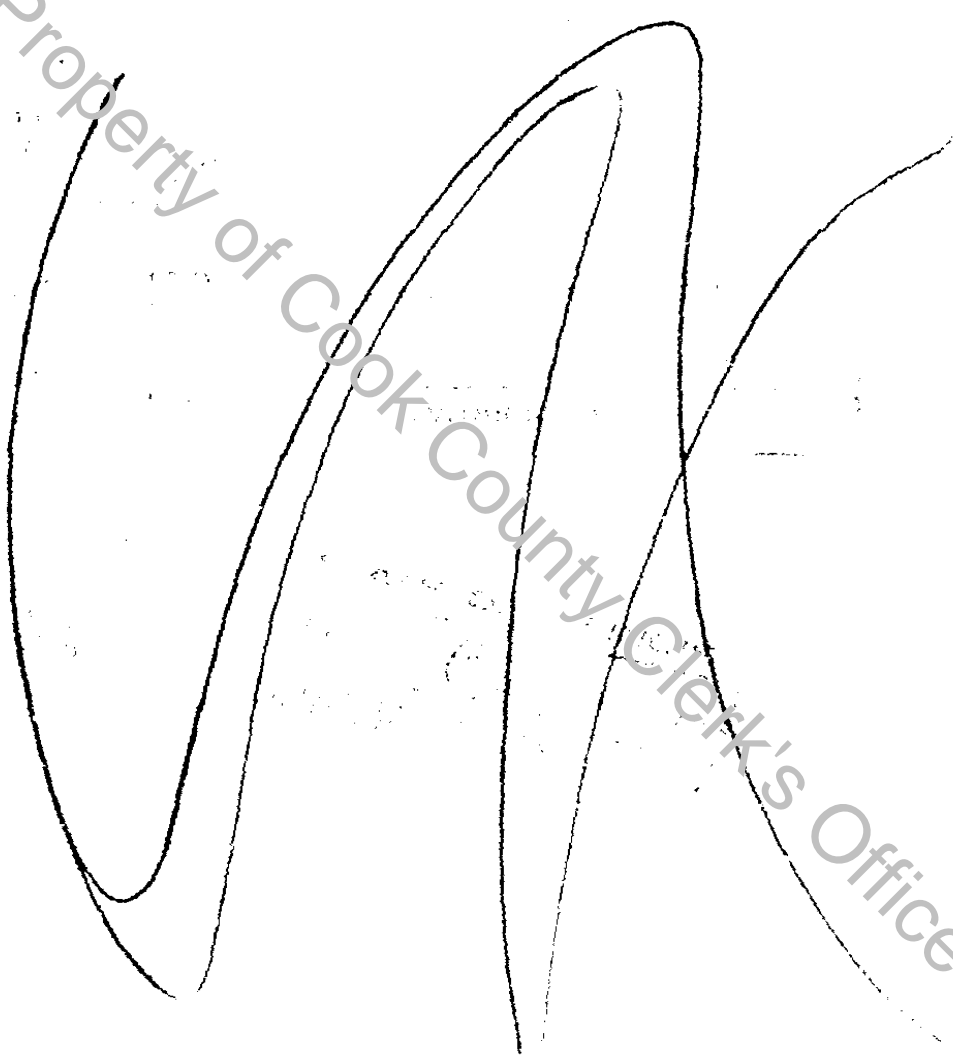
This instrument was prepared by
THE LAW OFFICES OF DAVID C. DINEFF
7936 West 87th Street
Justice, IL 60458

\$23.50
 \$1346
 * - 93 - 439060
 COOK COUNTY RECORDER
 93439060
 The above space for recorder's use only

Handwritten signature/initials

UNOFFICIAL COPY

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and curves, is written across the center of the page. The signature is partially obscured by a diagonal watermark.

00000000