

THIS INDENTURE WITNESSETH, that the Grantor JOSEPH D'AGOSTINO, a widower

of the County of Cook and State of Illinois for and in consideration of the sum of Ten and no/100 Dollars, \$ 10.00 , in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warranty S unto Charter Bank & Trust of Illinois, an Illinois banking corporation of Hanover Park, Illinois, 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 22nd day of March, 1993 and known as Trust Number 1491, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 360 IN STRATHMORE SCHAUMBURG, UNIT FIVE, BEING A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 25, 1969 AS DOCUMENT 20822191 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 07-20-116-014-0000

COMMONLY KNOWN AS: 107 EMERSON DRIVE, SCHAUMBURG, IL 60194

# 27964  
VILLAGE OF SCHAUMBURG  
DEPT. OF FINANCE & REAL ESTATE  
AND ADMINISTRATION  
DATE: 03/27/93  
AMT. PAID: 8

RECORDING INFORMATION  
93261038  
07-20-116-014-0000

TO HAVE AND TO HOLD the above described real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement, to the said Trustee, his heirs, assigns and assigns forever.

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to purchase, manage, protect and defend said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to lease 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, 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 the present or in the 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 assign, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make, lease and to grant options to renew or extend 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, or 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 appurtenant to said real estate or any part thereof, or to deal with said real estate and every part thereof in all other ways and for such other considerations as 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, conveyed or otherwise disposed of 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 the trust property, or be obliged to see that the terms of the 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 trust property shall be conclusive evidence in favor of every person 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 Deed 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 covenants contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries hereunder, (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 the Trustee or his predecessor in trust.

This conveyance is made upon the express understanding and condition that the Trustee, neither individually or as Trustee, nor his 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 their agents or attorneys may do or omit to do in or about the said real estate or about 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 or his or her 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 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 them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the portion hereof being to vest in the Trustee the entire legal and equitable title in full simple, in and to all of the trust property above recited.

If the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby directed, on the register or note on the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition" or "with limitation", 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 the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor JOSEPH D'AGOSTINO aforesaid has hereunto set his hand and seal this 24th day of MARCH, 1993.

(Seal) Joseph D'Agostino (Seal)  
JOSEPH D'AGOSTINO (Seal)

STATE OF ILLINOIS  
COUNTY OF COOK ) ss.

I, JOSEPH D'AGOSTINO, a widower, a Notary Public in and for said County, in the State

of Illinois, do hereby certify that JOSEPH D'AGOSTINO, a widower personally known to me to be the same person whose name is JOSEPH D'AGOSTINO, appeared before me this day in person and acknowledged that he signed, willed and delivered the said instrument as JOSEPH D'AGOSTINO free and voluntary act, for the uses and purposes therein set forth, including the release and JOSEPH D'AGOSTINO of the said real estate.

GIVEN under my hand and Notarial Seal this 24th day of MARCH, 1993.

Commission expires 7-19-96 1996 JOSEPH F. GRECO NOTARY PUBLIC

MAIL TO:  
JOSEPH F. GRECO, ESQUIRE  
(Name)  
SEVEN NORTH ROSELLE ROAD  
(Address)  
SCHAUMBURG, IL 60194  
(City, State and Zip)

DOCUMENT PREPARED BY:  
JOSEPH F. GRECO, ESQUIRE  
7 N ROSELLE RD, SCHAUMBURG, IL 60194  
SEND SUBSEQUENT TAX BILLS TO:  
JOSEPH D'AGOSTINO  
(Name)  
107 EMERSON DRIVE, SCHAUMBURG, IL 60194  
(Address)

ADDRESS OF PROPERTY:  
107 EMERSON DRIVE  
SCHAUMBURG, IL 60194

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

93261038

AFFIX "RIDERS" OR REVENUE STAMPS HERE  
THIS TRANSFER IS EXEMPT UNDER THE REAL ESTATE TRANSFER TAX ACT,  
SECTION 4, PARAGRAPH E. DATE: 3-24-93

DOCUMENT NUMBER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1400 Irving Park Rd.  
Hanover Park, IL 60103  
708/837-2700

93261038

**Charter Bank**  
AND TRUST OF ILLINOIS

RETURN TO:

TRUST NO. \_\_\_\_\_

**DEED IN TRUST**

(WARRANTY DEED)

TO

**Charter Bank**  
AND TRUST OF ILLINOIS

TRUSTEE

BANK PRINT, INC.

# UNOFFICIAL COPY

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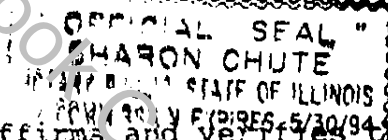
## STATEMENT BY GRANTOR AND GRANTEE

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: 3-24, 1993 Signature: Joseph D. Agostino  
Grantor or Agent

Subscribed and sworn to before me by the said Grantor this 24<sup>th</sup> day of March, 1993.

Notary Public: Sharon Chute

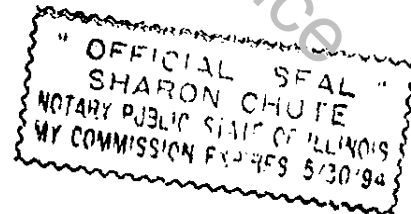


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: 3-24, 1993 Signature: Joseph D. Agostino  
Grantee or Agent

Subscribed and sworn to before me by the said Grantee this 24<sup>th</sup> day of March, 1993.

Notary Public: Sharon Chute



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 ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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RECEIVED