

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor ORLANDO, d/b/a WELSLEY MANAGEMENT, a General Partnership-25 N. Western, Park Ridge 60068 of the County of COOK and State of Illinois, for and in consideration of the sum of TEN \$ 10,00 Dollars, duly acknowledged, Convey S and Warrant S unto Capitol Bank and Trust, an Illinois banking corporation whose address is 4801 West Fullerton, Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, its successor or successors, as Trustee under the provisions of a certain Trust Agreement, dated the 29th day of June, 1989, and known as Trust Number 1820, the following described real estate in the County of COOK and State of Illinois, in-wit:

Lot 20 in Block 6 in Diven's Subdivision of Lots 7 to 11 in Freer's Subdivision of the West 1/2 of the Northwest 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: Covenants, conditions, restrictions of record and general real estate taxes for the year 1992 and subsequent years.

P.I.N.: 16-02-128-029

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein set forth.

Full power and authority is hereby granted to said Trustee with regard to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and sell the said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to divide this subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on long term, to convey or sublease said real estate or any part thereof to a lessee or lessor or to a trustee or successor in trust, and to grant to such successor or successor in trust all of the title, estate, powers and authorities vested in said Trustee or his agents, to dedicate or 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, or to let, lease or sublease the same in the payment of the premium or in the return and upon any terms and for any period or periods of time, not exceeding in the case of a single premium, thirty years, or in the case of successive premiums, not exceeding in the case of any lessee or lessor, or in the case of any person holding under him, three years, or for any term or terms 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 subdivision and to change or modify leases and the terms and provisions thereof, to assess upon any part or parts of the subdivision, or to collect, to make assessments and to collect the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, in whole or in part, respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, in whole or in part, respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, in whole or in part, respecting the manner of fixing the amount of present or future rentals, and to deal with said real estate and every part thereof in all cases and for such other considerations as would be lawful for any person owning the same to deal with the same, whether similar or different from the ways above specified, at one 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 was sold, transferred, or otherwise conveyed, contractee to pay, loaned or advanced by said Trustee, or any successor in trust, or to any agent or employee of said Trustee, or to any party dealing with, or to whom said real estate was sold, transferred, or otherwise conveyed, any amount or part of the amount of said Trustee, or be obliged or compelled to pay into any of the terms of said 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 property shall be conclusively evidence in favor of every person relying upon us claiming under any such conveyance, lease, or other instrument, (a) that at the time of the delivery thereof the trust created by said 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 limitations contained therein, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, or any other instrument and (d) if the conveyance is made to a successor or successor-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, or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually nor as Trustee, nor his successor or successors in trust shall incur any personal liability or be subjected to any claim, just or not, or decree for anything it or they or his 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 the said real estate, and such liability, if any, shall be entirely absorbed by the Trustee, or any successor in trust, or by the Trustee in its discretion, who shall be the sole trustee, or trustee in fact, hereinafter appointed for such purposes, at the election of the Trustees. In its own name, the Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such debt, or claim or indebtedness, except only to the extent of the trust property and funds in the actual possession of the Trustee shall be apportioned among the partners 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 hereinunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, rents and proceeds arising from the sale of any other disposition of this trust property, and such interest is hereby declared to be personal property, and no beneficiary hereinunder shall have any title or interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, rents and proceeds thereof as aforesaid, the interest aforesaid being to vest in the Trustee the entire legal and equitable title in fee simple, in and in all of the trust property above described.

If the issue in any of the trust property is now or hereafter registered, the Register of Titles is hereby directed not to register or hold in the certificate of title or duplicate thereof, or memorials, 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 S. aforesaid he, V. Serpico set their hands and seal S. this 16 day of April, 1993.

RONALD M. SERPICO (Seal)
JOSEPH PASSANANTE

RONALD ORLANDO (Seal)

STATE OF ILLINOIS
COUNTY OF COOK

I, RONALD M. SERPICO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH PASSANANTE & RONALD ORLANDO, d/b/a WELSLEY MANAGEMENT, known to me to be the true persons whose names are S. subscribed to the foregoing instrument, appeared before RONALD M. SERPICO, Notary Public in and for said County, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act. The witness RONALD M. SERPICO herein set forth, including the release and waiver of the right of homestead, NOTARIE PUBLIC STATE OF ILLINOIS Seal this 16 day of April, 1993.
MY COMMISSION EXPIRES 7/15/98 1996

NOTARY PUBLIC

MAIL TO:
TRUST DEPT.
Capital Bank and Trust
4801 W. Fullerton
Chicago, IL 60639

CHELSEA APART, ESO,
Louis V. Shedd Ave.
Chicago, IL 60614

ADDRESS OF PROPERTY:
1216 North Hamlin

CHICAGO, ILL. 60651

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

AND SUBSEQUENT TAX BILLS TO:
RONALD M. SERPICO

s/a/a

14330660

Document Prepared By:

Donald M. Serpico
1807 Broadway
Metuchen, NJ 08840

4/9 3-1347310 APPENDIX TIDES OR REVENUE STAMPS HERE

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DOCUMENT PREPARED

UNOFFICIAL COPY

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COOK COUNTY RECORDER

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REALESTATE
TRANSACTION TAX
REVENUE STAMP

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DEPARTMENT OF REVENUE

CITY OF CHICAGO
APR 23 1993
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REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE
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