

Prepared By:

HOMER D. MCKEE  
Vice President  
Allied National Bank  
455 W. Liberty Street  
Wauconda, IL 60084

# UNOFFICIAL COPY

96940005

92-150599-73 9 9

For specific tax recorder's use only

THIS INDENTURE WITNESSETH That the Grantor Joseph J. Pagone, and Penelope Pagone, his wife, Et. 1 Box 302, Elgin, IL 60120  
of the County of Cook, State of Illinois

of the sum of Ten and no/100<sup>th</sup> Dollars \$ 10.00  
in bank tract or other good and valuable considerations received which he has duly acknowledged. Convey and warrant to the Wauconda National Bank and Trust Company, National Banking Association existing under and by virtue of the laws of the United States of America duly authorized to accept and execute trusts within the State of Illinois as Trustee under the provisions of certain Trust Agreement, dated the 23rd day of August 1991 and known as Trust Number 91-123

, the following described real estate in the County of Cook

State of Illinois, Cook part of Section 21, Township 41 North, Range 9, East of the First Principal Meridian, described as follows: commencing at the North West corner of the South Half of the North West ¼ of said Section 41; thence South along the East Line of the North West ¼ of the North West ¼ of said Section 574.20 feet; thence South 45 degrees 48 minutes East 181.20 feet; thence South 28 degrees 49 minutes East 233.50 feet; thence South 75 degrees 13 minutes East, along a fence line, 275.05 feet to the point of beginning whence North 67 degrees 49 minutes West, 277.64 feet; thence South 19 degrees 47 minutes West, along a fence line 175.5 feet to the Northerly right of way line of a public highway known as Irving Park Boulevard; thence South 50 degrees 21 minutes East along said Northerly right of way line of Public Highway, a distance of 248.3 feet to a point that is South 29 degrees 48 minutes West 251.15 feet from the point of beginning; thence North 29 degrees 48 minutes, East along a fence line 51.15 feet to a point of beginning, in Cook County, Illinois.

Permanent Index Number: 06-1-103-018

and subject to conditions, covenants, restrictions, and all other matter of record.

This Indenture for the said real estate with the encumbrances upon the trustee and for the uses and purposes herein and in said Trust Agreement.

It is the intention of the grantor to hereby grant to the trustee, his power and authority to mortgage, pledge and subdivide said real estate or any part thereof, to dedicate or grant options to purchase, to sell or otherwise dispose of the same for and in consideration to money or other property, in trust and in grants, such successive interests in any part of the said estate, powers and authorities vested in said Trustee to dispose, to dedicate, to mortgage, pledge or otherwise dispose of any part thereof, to lease said real estate, or any part thereof, from time to time, for a period or periods of years, or otherwise, to enter into, and upon any terms and for any period or periods of time, not exceeding in the aggregate, one hundred years, and to renew or extend leases, upon any terms and for any period or periods of time and to amend, change, extend, renew and alter, or, in any manner, alter any lease or leases hereafter, in contravention to make leases and to grant options to lease and, and to renew leases and options to lease the whole or any part of the real estate, and to contract respecting the manner of fixing the amount of present or future rents or payments, or to change said real estate or any part thereof for other real or personal property, to grant easements or charges, fees simple, or other incumbrances, or rights of intersection or other easements appurtenant to said real estate or any part thereof, and to deal with the same, and any and every manner of title, interest or right, and in any other ways and for such other purposes as shall be lawful for any person owning the same.

It is also the intention of the grantor to have the title to any part of said real estate or to whom said real estate or any part thereof shall be granted, controlled or held, leased or mortgaged by said Trustee, to any successor in trust, to be obliged to see that the terms of this trust have been complied with or to be obliged to inquire, if necessary, of the expenses of any act of said Trustee, to be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, lease, bond, mortgage, lease or other instrument given by said Trustee, or any successor in trust, in relation to said real estate, shall be in full force and effect, notwithstanding delivery thereof to the Registrar of Titles and Survey, relies upon or claiming under any such conveyances, leases, bonds, instruments or agreements as though delivered thereto the trustee created by this Indenture and by said Trust Agreement was still in full force and effect, the succession of the instrument was carried in accordance with the trusts, conditions and limitations contained in this Indenture and by this Trust Agreement, or any amendments thereto, or any funding option, or funds exercisable thereunder, so that said Trustee or any successor in trust, or any holder of a lease, bond, mortgage, or other instrument given by him, shall be bound and obliged to carry out the trusts, conditions and limitations contained in this Indenture and by this Trust Agreement, and any and every beneficiary of any successive interest, or any holder of a lease, bond, mortgage, or other instrument given by him, shall be bound and obliged to carry out the trusts, conditions and limitations contained in this Indenture and by this Trust Agreement.

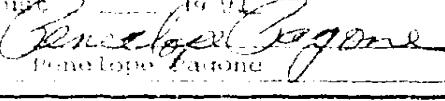
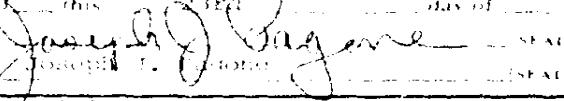
The covenants in this Indenture, the express understanding and condition that neither Wauconda National Bank and Trust Company, individually nor as Trustee, nor its successors in trust, shall incur any personal liability, are not subjected to any claim, judgment or decree for anything due to them by their heirs, executors, administrators, or donees or on account of, or on account of, the said real estate or any part thereof, or any of the provisions of this Deed, or said Trust Agreement or any amendment thereto, or for injury to persons or property happening in or about said real estate, and, and all such liabilities being hereby expressly waived and released. Any contract of sale or of indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of he then beneficiaries under said Trust Agreement, 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 whosoever 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 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 debt, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Wauconda National Bank and Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above levied on.

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 on the certificate of title or otherwise thereof, or thereon, 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any copy thereof, 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 or benefit under any by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

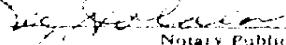
In Witness Whereof, the grantor aforesaid has hereunto set their hands and sealed this 23rd day of August 1991.

  
Joseph J. Pagone    
Penelope Pagone 

State of Illinois, the undersigned, a Notary Public in and for said County, in the state aforesaid do hereby certify that Joseph J. Pagone and Penelope Pagone, his wife,

personally known to me to be the same person as whose name is, 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 23rd day of August 1991.

  
Notary Public

RE-RECORD TO CORRECT PIN NUMBER

  
Property of  
Revenue Stamp  
Boring

This place for Paid Taxes and Revenue Stamp  
Stamp Paid

Exempt under provisions of section 5  
Tax  
8/23/91  
Date

Document Number  
96940005

91-150599



WAUCONDA  
NATIONAL BANK  
and TRUST COMPANY

406 WEST LIBERTY STREET • WAUCONDA, IL 60084  
MEMBER FDIC

FORM 82-86 BANKFORMS, INC.

RT 1 Box 302, Elgin, IL 60120

For information only insert street address of above described property  
Subsequent Tax Bills To Wauconda National Bank Tr 91-123  
406 W. Liberty St  
Wauconda, IL 60084  
H 1300 E

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