

DEPT-01 RECORDING \$25.50  
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#8857 CT \*-97-379756  
COOK COUNTY RECORDER

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The above space is for the recorder's use only

THIS INDENTURE WITNESSETH. That the Grantor **LEE M. KULPA, Independent Executor of the Estate of Nancy J. Caliendo, deceased (case no. 96 P 6007, Cook County, IL)** of the County of **Cook** and State of **Illinois** for and in consideration

of **ONE HUNDRED FIFTY-FIVE THOUSAND**---Dollars (\$155,000. ), in hand paid, and of other good Warrant and valuable considerations receipt of which is hereby duly acknowledged. Convey and Quit Claim

unto **AmericanMidwest Bank & Trust, 1600 West Lake Street, Melrose Park, Illinois 60160**, a corporation duly organized and existing as an Illinois Corporation under the law 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 **6th** day of **June**, **1980**, and known as Trust

Number **5030** the following described real estate in the County of **Cook** and State of Illinois, to wit

**Lot 19 (except the South 12 feet thereof) and all of Lot 20 in Block 59 in Melrose being a Subdivision of Lots 3, 4 and 5 in the Subdivision of the South 1/4 of Section 3 and all of Section 10 lying North of the Chicago and Northwestern Railroad Galena Division in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois**

This deed is executed pursuant to Power of Sale granted to the Executor in and by the Last Will of Nancy J. Caliendo, deceased

This deed is prepared by Raymond J. Behrendt, 150 S. Wacker, Chicago, Illinois 60305

Real Estate Index No 15-03-410-009

Address of Real Estate 1314 N. 14th Avenue, Melrose Park, Illinois 60160

**TO HAVE AND TO HOLD** the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide and resubdivide the real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts to sell on any terms, to convey either with or without consideration; to convey real estate of 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, or pledge, or otherwise encumber the real estate, or any part thereof; to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 98 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

MAIL DEED TO  
**AMERICANMIDWEST BANK & TRUST**  
**1600 West Lake Street Melrose Park, Illinois 60160**

Form # 1010 Reorder from Illiana Financial, Inc



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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 manner 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 easement appurtenant to said real estate and any part thereof, and to deal with the title to 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 the 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 to be obliged or privileged to inquire into any or 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 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 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 AmericanMidwest 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 it or they or its or their agents or attorneys may do or omit to do in or about the 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 in connection with said real estate may be entered into it in the name of the then 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 time 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 earnings, avails and proceeds arising from the sale, mortgage or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary 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 AmericanMidwest Bank & Trust the entire legal and equitable title in free simple, in and to all of the real estate above described.

If the title to any of the tis 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 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 truth.

And the said grantor \_\_\_\_\_ hereby expressly waive \_\_\_\_\_ and release \_\_\_\_\_ any and all right of 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 I aforesaid have hereunto set my hand \_\_\_\_\_ and seal \_\_\_\_\_ this 1st day of MAY 1997  
\_\_\_\_\_  
(SEAL) Lee M. Kulpa (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

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STATE OF Illinois } SS I, the undersigned, a Notary Public in and for said County, in the State aforesaid  
COUNTY OF Cook } do hereby certify that LEE M. KULPA, Independent Executor  
of the Estate of NANCY J. CALIENDO, deceased  
personally known to me to be the same person \_\_\_\_\_ whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes, therein set

for, including the release and waiver of the right of homestead  
Given under my hand and Notarial Seal this 1st day of May 1997  
"OFFICIAL SEAL"  
RAYMOND J. BEHRENDT  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/21/97

Raymond J. Behrendt  
Notary Public

# UNOFFICIAL COPY

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|--------------|--------|
| PROPERTY TAX | 150 00 |
| SEAL         | 377 50 |

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