

DEED IN TRUST

(QUIT CLAIM)

UNOFFICIAL COPY 3524852
0 9 5 2 4 8 5 2

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S. Jim Buonavolanto and Sandra R. Buonavolanto, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100- \$ 10.00-----, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S. and Quit-Claims S. unto Capitol Bank and Trust of Chicago, 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, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of April, 1986 and known as Trust Number 1044, the following described real estate in the County of Cook and State of Illinois, to-wit: PIN 16-19-320-027-0000 SMC

LOT 204 IN BERNYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTH-WEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Act.

CAPITOL BANK AND TRUST as Trustee under Trust No. 1044.

6-2-86
Date

BY: Sandra K. Crowley
Assistant Trust Officer

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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to execute all subdivisions or parts thereof, to make reasonable rules and regulations as desired, to contract to sell, to grant options to purchase, to sell on account, to lease, either for a term or without compensation, to any person, firm, corporation, association, or successors in trust, to any other corporation, or to any person, firm, corporation, association, or successors in trust, to such successor or successors in trust of this 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 in reversion, by leases 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 199 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 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 consent to accepting payment in full or in part of present or future rents to payment of any charges or real estate taxes or other personal property, to any person or persons, or to any other person or persons of any kind, to release, convey or retain any right, title or interest in, about or adjacent appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all manner 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 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 refer 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, to said trust property shall be conclusive evidence in favor of every person relying upon such documents, and any conveyance, lease or mortgage given by said Trustee, (a) that at the time of delivery of the trust instrument, (b) that the said Trust Agreement is in full force and effect, (c) that the said Trustee or any other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereto, if any, and is binding upon all beneficiaries thereunder, (e) the 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 him, or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, S. either 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 its 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 resulting from the sale of said real estate, any and all benefits therein hereby waived and released, and further waiving any liability for any and all expenses incident to the transfer of title, in connection with the conveyance, which may be incurred into it by the name of the then beneficiaries under said Trust Agreement as their 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 costs, expenses 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 whatever shall be charged with notice of all conditions 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 intention hereof 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 title to any of the trust property is now or hereafter registered, the Register 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, according to the statute in such case made and provided.

And the said Grantor, S. hereby expressly waive S. and release S. 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 in S. hereunto set their hand S. and seal S. this 22nd day of April, 1986.

Jim Buonavolanto (Seal) Sandra R. Buonavolanto (Seal)

STATE OF Illinois
COUNTY OF Cook

Barbara A. Jankowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jim Buonavolanto and Sandra R. Buonavolanto, his wife personally known to me to be the same person S. whose name S. aforesaid, 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 thereto set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 22nd day of April, 1986.

Commission expires May 2, 1988

Barbara A. Jankowski
NOTARY PUBLIC

Document Prepared By: AND MAIL TO:

Fredric W. Meek

4801 W. Fullerton Avenue

Chicago, IL 60639

ADDRESS OF PROPERTY:
1930 South Clinton

Berwyn, IL 60402

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

SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

APPENDIX -RIDERS OR REVENUE STAMPS HERE

Exempt under Real Estate Transfer Tax Act Sec. 4
Part E and Cook County Ord. 95104 Part E
Date 6-2-86 Sign Michele M. Meek

3524852

DOCUMENT NUMBER

RETURN TO:

Capitol Bank and Trust of Chicago

4801 West Fullerton

Chicago, Illinois 60639

TRUST NO. _____

UNOFFICIAL COPY

DEED IN TRUST

(COURT CLAIM DEED)

TO

CAPITOL BANK
AND TRUST
OF CHICAGO

TRUSTEE

MAIL TO:
HENRY
189
CHICAGO
ILLINOIS
60622

RECEIVED
MAY 21 1989

RECORDED
MAY 21 1989

DELIVERED
MAY 21 1989

ADDRESS
MAY 21 1989

SUBMITTED
MAY 21 1989

HUSBAND
MAY 21 1989

WIFE
MAY 21 1989

AGE OF GRANTOR
MAY 21 1989

ADDRESS
MAY 21 1989

RECORDED
MAY 21 1989