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**CRAIGIN
FEDERAL LENDINGS**

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October 31, 1986

Registrar of Titles
Chicago, Illinois

Re: 1001 N. 20th Ave.
Melrose Park, Illinois 60160
American National Bank
U/T/A 49706 ben: Geraldine Spoletti

Whom It May Concern,

Please be advised that the deed from Geraldine Spoletti to American National Bank was held by the owners attorney due to pending legal matters. Further, T. Geraldine Spoletti am still alive and am a widow.

We hold harmless the Registrar of Titles harmless as to objections regarding the stale deed.

Sincerely,

Geraldine Spoletti
Geraldine Spoletti

GS:mt

DEED IN TRUST

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2356533 73

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, GERALDINE SPOLETTI, widowed and not since remarried, 806 North Ridgeland, Oak Park, 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, Conveys and Warrants unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 8th day of May 1980, and known as Trust Number 49707 , the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 9 and Lot 10 in Block 110 in Melrose, a Subdivision of Lot 3, 4 and 5 in the Subdivision of the South 1/2 of Section 3, all in Section 10, lying North of the Chicago and Northwestern Railroad, in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.T.I.N. 15-03-337-006 and 15-03-337-007

M
AttachmentE
Property of
Section 44.
Act.

This space for affixing Fiduciary and Revenue Stamps

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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys in, to create any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without an easement, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors by trust or any part thereof, to lease said real estate, or any part thereof, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof; from time to time, in possession or reversion, by leases to commence in present or in future, and upon any term or terms, by periodic payments of time, or otherwise, the rate and amount of which shall be agreed upon, and to make leases and to grant options to lease and to amend, change or modify leases and options to purchase the whole or any part of the reversion and to contract to make leases and to grant options to renew leases and options to purchase the whole or any part of the reversion and in contract respecting the manner of fixing the amount of present or future rentals, or positions or to exchange real estate, or any part thereof, for other real or personal property, to grant easements, charge of any kind, to release, convey or assign any right, title or interest in or about or appertaining to said real estate or any part thereof, or to sell said real estate and every part thereof in any other way and for such other considerations as the Trustee would be lawful to any person dealing 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 sold real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, in any event, in trust, be obliged to sue in the execution of any purchase money, rents or money borrowed or advanced on said real estate, or to collect the amount of any debt due from the holder of any instrument of indebtedness, or to institute any action or proceeding against any party dealing with said Trustee, or to be able to 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 real estate shall be conclusive evidence in favor of every person (including the Register 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 by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the rights, conditions and limitations contained in this Indenture and in said Trust Agreement, all of which are set forth in the Schedule of Indentures hereto attached, (c) that the said Trustee, or any successor in trust, is lawfully entitled to the same, and (d) if the nonrecourse in trust was waived and compromised, to events and deliver every such deed, trust deed, lease, mortgage, or other instrument and (e) if the nonrecourse 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors or successors in trust, in trust, in any event, in trust, shall be subject to any liability, judgment, decree or award for anything it or any of its successors or successors in trust, in trust, in any event, in trust, may do to or about 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 said real estate, 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 by it in the name of the then beneficiaries under said Trust Agreement or its attorney-in-fact, hereby irrevocably appointed for such purposes, or as 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 Trustee properly and timely in the actual administration of the Trustee which shall be applicable for the payment 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 hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, issue 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 such, but only an interest in rents, issue and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire fee and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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 memoirs, the words "in trust," or upon limitation, or "with limitations," 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 statute of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has heretounto set her hand and

Seal this 9th day of July 1985. (AKA)
GERALDINE SPOLETTI (AKA) (AKA)

STATE OF ILLINOIS, STEPHEN R. MURRAY, a Notary Public in and for said COUNTY OF COOK, County, in the State aforesaid, do hereby certify that GERALDINE SPOLETTI, widowed and not since remarried,

personally known to me to be the same person, whose name appeared before me this day in person and acknowledged that delivered the said instrument as her true 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

Stephen R. Murray Notary Public

My commission expires 11-21-87

(RECORDED) 11-21-87

American National Bank and Trust Company of Chicago
EX-101 120 x 400

1001 20th St., Melrose Park, IL
For information only insert street address of above described property.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

X
1434321
IN DUE COURSE

3565373

Age of Grantee _____

Address _____

Husband's Name _____

Wife _____

Subscriber _____

Address _____

Debt# 3565373

Remainder to _____

Sig. Card _____

Stack

CHICAGO TITLE INSURANCE COMPANY
120 E. 55th LaSalle Street
Chicago, Illinois 60601
(312) 332-7232

Box 126