

## UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That the Grantor, JOSEPH NARDULLI and ANNA NARDULLI, his wife

of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten and 00/100 Dollars (\$ 10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit  
Claim unto COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking  
association under the laws 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 15th day of March 1985, and  
known as Trust Number 2058, the following described real estate in the County of Cook  
and State of Illinois, to-wit: all of their right, title and interest in and to

2058

-----LOT Twenty Eight (28)-----

In M.G. Ellis' Resubdiv. of Lot 6 in C.R. Ball Subdiv. of the N. 1/2 of the  
N.W. 1/4 of Sec. 18-40-13, E. of the 3rd P.M. (ex. School Lot) and N. 25.4  
acres of the N.E. 1/4 of the N.E. 1/4 of Sec. 13, Township 40 N., Range 12,  
E. of 3rd P.M., in Cook County, Illinois.

## SUBJECT TO

B.C.P. Date

Real Estate Tax # 12-13-210-020-0000

**TO HAVE AND TO HOLD** the said real estate with the appurtenances, upon the trust, 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 parts, streets, highways or  
alleys and to create any subdivision or part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant option to purchase, to sell on any terms, to convey  
either with or without consideration, to convey said real estate or any part thereof to co-owners 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 designate, 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 perpetuity or renewable, by leases to commence in perpetuity or for terms, and upon any terms and for any period or periods of time, to alienate and transfer  
any part thereof, from time to time, in perpetuity or renewable, by leases to commence in perpetuity or for any period or periods of time, to alienate and transfer, by sale, exchange, assignment, change of ownership, leases and options, to the whole or any part of  
any single term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, to alienate and transfer, by sale, exchange, assignment, change of ownership, leases and options, to the whole or any part of  
the duration and to contract and agree respecting the manner of taking, holding or paying of rents or charges of hire and premium for rents, leases and options to the whole or any part of  
the duration and to contract and agree respecting the manner of taking, holding or paying of rents or charges of hire and premium for rents, leases and options to any part thereof,  
and to deal with the said real estate and property thereof in all other ways and for such other related actions as it would be lawful for any person owning the same to deal with the same,  
and to do such other acts as may be necessary or convenient in connection therewith.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, shall be compelled, compelled  
to be sold, leased or mortgaged by said Trustee, or any successor in trust, to be obliged to make to the holder of the purchased money, rents or money borrowed or advanced on said  
real estate, or be obliged to set 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 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, in relation to said real estate, shall be conclusive evidence in favor of every person including the Registrars of Titles of said counties relying upon the claimings under and such con-  
cerning lease or other instrument, so far that at the time of the delivery thereof the trust created by this Indenture and Trust Agreement was in full force and effect, that such con-  
cerning or other instrument was executed in accordance with the terms, conditions and limitations contained in the Indenture and in said Trust Agreement or in any amendment thereto, if  
any, and binding upon all beneficiaries thereunder, so 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 that the conveyance made to a successor in trust was duly authorized and empowered to execute and deliver every such deed, trust deed,  
lease, mortgage or other instrument and that the conveyance made to a successor in trust have been properly appointed and are  
fully vested with all the title, estate, rights, powers, authority, duties and obligations of a trustee or of a predecessor in title.

This indenture and trust is made and entered into by and between Joseph Nardulli, individually, as Trustee, and no his successor or successors  
in trust, and Anna Nardulli, his personal representative or successor in trust, judgment or decree for anything, it is, or it may, against either of them, do or omit to do in or about the said  
real estate or render the consequences of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property, appearing in or about said real estate, any and all  
such liability being hereby expressly waived and released. Any contract, obligation or liability whatsoever incurred or entered into by the Trustee in connection with said real estate may be enforced  
and by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, as 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 liability 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. No 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, assets 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 the earnings, assets and proceeds thereof as aforesaid, the intention hereof being to vest said Columbia  
National Bank of Chicago the entire legal and equitable title to fee simple, in and in all of the real estate above described.

If the title to any of the above real estate is now, or hereafter, required, the Registrars of Titles shall be 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 Trustee  
shall not be required to produce the said Agreement or a copy thereof, or any extract therefrom, at such time as any transfer, charge or other debt in, relating the registered lands is  
described 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 and by virtue of any and all statutes of the state of Illinois, providing  
for the exemption of homesteads from law on execution or otherwise.

In Witness Whereof, the grantor  aforesaid have hereunto set their  
seals this day of September 1987.

*Joseph Nardulli*  
JOSEPH NARDULLI

(SEAL)  
(SEAL)

*Anna Nardulli*  
ANNA NARDULLI

(SEAL)  
(SEAL)

State of Illinois,  ss, I, a Notary Public in and for said County, in  
County of Cook, do hereby certify that JOSEPH NARDULLI and ANNA NARDULLI,

OFFICIAL SEAL  
DAWN HAMRIN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAY 26, 1991

personally known to me to be the same persons as whose names are subscribed to  
the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed  
and delivered the said instrument at 1101 N. Leland Street, free and voluntarily act, for the uses and purposes therein set forth,  
including the release and waiver of the right of homestead. Given under my hand and notarized seal this 19th day  
of September 1987.

*Dawn Hamrin*  
Notary Public

Return to:

Columbia National Bank of Chicago  
5250 N. Harlem Avenue  
Chicago, IL 60656  
ATTN: Trust Dept.

7301 W. Leland  
Hinsdale, Illinois, IL 60656  
For information call 708-534-1200

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MARIA T. ESPARZA  
One East Wacker Dr.  
Ste 2222  
Chicago, IL. 60601

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