

UNOFFICIAL COPY

DEED IN TRUST
(INDIVIDUAL)

Form 17 (Revised 10-6-60)

(See Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, John D'Alessandro and Patricia D'Alessandro, his wife

of the County of Cook 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 consideration, receipt of which is hereby duly acknowledged, Convey and Warrant unto THE NORTHWEST COMMERCE BANK, an Illinois Banking Corporation whose address is 9575 West Higgins Road, Rosemont, Illinois 60018, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of March 1989, and known as Trust Number 111-19-6137

the following described real estate in the County of Cook and State of Illinois, to wit:
LOT THIRTY TWO (32) IN BLOCK SEVEN (7) IN GEORGE GAUNTLETT'S FOREST DRIVE SUBDIVISION IN THE WEST HALF (1/2) OF FRACTIONAL SOUTH EAST QUARTER (1/4) NORTH OF THE INDIAN BOUNDARY LINE OF FRACTIONAL SECTION 23, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.
P.L.N. #12-23-419-033
Commonly known as: 3360 N. Pioneer Chicago, Illinois 60634
SUBJECT TO: Covenants, conditions and restrictions of record; general real estate taxes for 1988 and subsequent years.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, and for the uses and purposes herein set forth in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, enclose, protect and subdivide said real estate or any part thereof to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to subdivide said real estate as often or as often as may be necessary to sell or grant, or to purchase, or to lease, or to convey, either with or without consideration, to convey and real estate or any part thereof to a successor or successors in trust and to grant to such successors or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, and real estate or any part thereof, to lease said real estate or any part thereof, from time to time, at possession or reversion, by lease to terminate in the future or in future and upon any term and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend such lease upon any terms and for any period or periods of time and to amend, change or modify leases and the covenants and provisions thereof at any time or times hereafter, to contract to make leases and to grant, to grant, to lease and to grant to renew leases and covenants to purchase the whole or any part of the premises, and to contract in the manner of leasing the amount of present or future rentals, to contract or to enter, to lease or to purchase any part thereof, for other real or personal property, to grant covenants or charges of any kind to release, convey or to give any right, title or interest in or about or concerning any real estate or any part thereof, and to deal with said real estate and any part thereof in all other ways, and for each other consideration 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 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 see to the application of any purchase money, advance 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 be obliged or prevented 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 Registrar of Titles of said county, relying upon or claiming under any such conveyance, lease or other instrument, and 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, and that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this Indenture and in said Trust Agreement and in all instruments, records, of deed, and binding upon all beneficiaries, hereunder, for 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 all of the conveyance is made to the trustee 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Northwest Commerce Bank in Rosemont, Illinois, nor its Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree by anyone if or they or its or their agents or attorneys may be held liable to do so or about the said real estate or under the provisions of this deed or said Trust Agreement or any instrument hereon, or for anyone or person or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, condition or stipulation inserted into the deed or into the conveyance with said real estate may be entered into by it in the name of the Trustee or any successor in trust, as the Trust Agreement as the Trust Agreement, hereby irrevocably appointed for such purposes, and in 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, condition or stipulation, and so far as the trust property and funds in the actual possession of the Trustee, that be applicable for the payment and discharge thereof, all powers and corporations, whatsoever and whatever they shall be charged with notice of this condition from the date of the filing or 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, dividends and proceeds thereof from the sale or any other disposition of said real estate, and any interest 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 earnings, dividends and proceeds thereof as aforesaid, the intention hereby being to vest in said Northwest Commerce Bank in Rosemont the entire legal and equitable title in fee simple, 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 Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof or memorial thereof, in trust, or upon condition, or "with limitations," or words of similar tenor, 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 statutes of the State of Illinois, providing for exemption or homestead, or any sale on execution or otherwise.

In Witness Whereof, the grantor s aforesaid has ve hereunto set their hand s and

and s this 22th day of March 1989.
John D'Alessandro (SEAL) Patricia D'Alessandro (SEAL)
John D'Alessandro (SEAL) Patricia D'Alessandro (SEAL)

ADDRESS OF PROPERTY:
3360 N. Pioneer
Chicago, Illinois 60634

MAIL TO
REGISTRAR OF TITLES
STATE OF ILLINOIS
THE PLAZA, CHICAGO
(City, State and Zip)

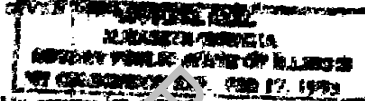
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

OR RECORDER'S OFFICE, BOX NO. _____

UNOFFICIAL COPY

STATE OF Illinois) Elizabeth Oprycka) Notary Public in and for said
County of Cook)
County, in the State aforesaid, do hereby certify that John D'Alessandro and
Patricia D'Alessandro, his wife

personally known to me to be the same persons S whose names S 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.

and this 31 day of March A.D. 19 89
 Elizabeth Oprycka
Notary Public

This instrument was prepared by Vincent Sansonetti 8301 W. Higgins, Chicago, IL 60631
Name Address

3350 N. Pioneer
Chicago, IL 60634
For information only insert correct address of
above described property.

Notary Public or Charge

Property of Cook County Clerk's Office

89 APR 15 11:25 AM
CAROL ANN LAUR
REGISTER OF TITLES

3784186

3784186

Handwritten signature

3784186

3784186

TRUST NO.

DEED IN TRUST
WARRANTY DEED

TO

NORTHWEST COMMERCE BANK
9575 W. Higgins Road
Rosemont, IL 60018
(312) 696-1050

NO RECORDS FILED
HEREIN AT THE
COURT HOUSE IN CHICAGO
ON APR 15 1989
BY CLERK

ATTORNEYS AT LAW
GUARANTY FUND, INC.
220 N. LA SALLE ST. 11 FL. 1000
CHICAGO, IL 60601