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"m"

DEED IN TRUST

22 467 643

RECORDED FOR DEEDS

SEP 1973
OCT 4 7 47 AM

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, KATHLEEN BOYLE, a spinster, of 120 South La Salle Street, Chicago 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 considerations, receipt of which is hereby duly acknowledged, Conveys

Warrant and Quit Claim unto MELROSE PARK NATIONAL BANK, 17th Avenue and Lake Street, Melrose Park, Illinois, 60160, 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 17th day of August 1973, and known as Trust Number 1333, the following

described real estate in the County of Cook and State of Illinois, to-wit:
THE SOUTH 30 FEET OF THE NORTH 60 FEET OF THAT PART OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE CENTER OF OAK STREET AS SHOWN ON PLAT OF BELL'S SUBDIVISION RECORDED JUNE 4, 1890 AS DOCUMENT NO. 1281427 AND THE NORTH LINE OF RHODE'S AND CLARKE'S SUBDIVISION OF PART OF SECTION 26 AND SECTION 27 IN SAID TOWN AND RANGE RUNNING; THENCE EAST ALONG THE NORTH LINE OF RHODE'S AND CLARKE'S SUBDIVISION AFORESAID 336 FEET; THENCE NORTH 100 FEET; THENCE WEST 336 FEET ALONG THE SOUTH LINE OF BLOCK 2 IN BELL'S SUBDIVISION AFORESAID TO THE CENTER OF OAK STREET AND THENCE SOUTH 100 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM, THE EAST 174 FEET OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

Subject to: General real estate taxes for the year 1973 and subsequent years; zoning and building laws and ordinances; building, building lines, restrictions, conditions and covenants of record.

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 and to do 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 consideration, to convey said real estate or any part thereof to a successor or successors, to lease, to grant or to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to lease, 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 reversion, by leases to commence in present or in future, and 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 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 or on any appointment to said real estate or any part thereof, and to deal with 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, and

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 otherwise disposed of 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, honesty or competency 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, 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, (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 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 the grantor, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that said Melrose Park National Bank, 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 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, 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 by it in the name of the then beneficiaries under said Trust Agreement as their attorneys-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 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of this 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 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, avails and proceeds thereof as aforesaid, the intention hereby being to vest in said Melrose Park National Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described, to vest in said Melrose Park National Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described, and the title in 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, 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 provide the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate lands is in accordance 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 sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid she hereunto set her hand and seal this 17th day of August 1973.
[SEAL] Kathleen Boyle [SEAL]
[SEAL] Kathleen Boyle [SEAL]

State of Illinois) ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby
County of Cook) certify that KATHLEEN BOYLE, a spinster

personally known to me to be the same person, whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free 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 notepad at this 4th day of September 1973
Catherine T. Backus
Notary Public

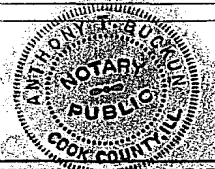
RETURN TO MELROSE PARK NATIONAL BANK
17th Avenue & Lake Street
Melrose Park, Illinois, 60160
Box 669 - Cook County Recorder

For information only insert street address of above described property.
120 S. La Salle St

No Taxable Consideration

500

22 467 643



UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

DAVID F. CAHILL, being duly sworn on oath, states that he resides at 6950 West Argyle Street, Chicago, Illinois. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
- OR-
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or Conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.



Subscribed and SWORN to before me
day of Sept, 1973

David F. Cahill
David F. Cahill

T. Buckum
Notary Public

22 467 643

END OF RECORDED DOCUMENT