

UNOFFICIAL COPY

DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, MARIA THERESA PISANO, widow and not since remarried, 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, Convey Warrant 8 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 28th day of August 19 74 and known as Trust Number 1522 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 10 in Block 70 in Melrose in Section 1 and Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

This Deed prepared by Barbara J. Karg, Assistant Trust Officer, Melrose Park National Bank, 17th Avenue and Lake Street, Melrose Park, Illinois, 60160

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.

That power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to declare water, ditches, highways and to waive any subdivision or part thereof, and to reestablish said real estate or any part thereof as defined, to contract to sell, to grant, pledge, purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof in a good, clear or successive title and to grant to such conveyance or conveyances in trust all of the title, estate, powers and authorities vested in said Trustee, to execute, 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 fee simple or otherwise, to commence in possession at a future date, and upon any terms and for any term or terms of years, not exceeding in the case of any lease the term of 99 years, and to execute or extend leases upon any terms and for any term or terms of years and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, 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 doing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, or any real or personal property, to grant residuary or charges of any part or deal with said real estate and every part thereof, and to do any and every other consideration as it would be lawful to do were he owning the same in fee with the land, whether similar or dissimilar to any of the powers hereinbefore specified, at any time or times hereafter.

In no case shall any part 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, restricted to be sold, leased, mortgaged by said Trustee, or any successor in trust, be subject to use in the application of any purchase money, rate of interest, or any other thing, and he shall be obliged to pay that the terms of this trust have been complied with, or be obliged to bring into the custody of the Trustee, or any successor in trust, or be subject to any privilege to inquire into any of the terms of said Trust Agreement and part thereof, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate or to 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, in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or lease or other instrument and (d) the conveyance in issue in a conveyance 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 the his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Melrose Park National Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability to 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 thereof, or for injury to person or property by 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 Trustee, or in its own name, as Trustee of an express trust and hereby irrevocably appointed for such purposes, or at the direction 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 its payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this deed 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 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 about said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof 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.

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, the words "in trust" or "upon condition" or "with conditions" 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 extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered 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 or execution or otherwise.

In Witness Whereof, the grantor Maria Theresa Pisano aforesaid has hereunto set her hand and seal this 17th day of September 19 74

(REAL) Maria Theresa Pisano (REAL)
 (REAL) Maria Theresa Pisano (REAL)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Maria Theresa Pisano, widow and not since remarried, personally known to me to be the same person whose name is 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 said real estate.

My hand and notarial seal this 17th day of September 19 74
 Notary Public

RETURN TO MELROSE PARK NATIONAL BANK
 17th Avenue and Lake Street
 Melrose Park, Illinois, 60160
 Ill. 000 - Cook County Recorder

701 North 16th Avenue, Melrose Park, Illinois
 For information only insert street address of above described property.

END OF RECORDED DOCUMENT