

# UNOFFICIAL COPY

DEED IN TRUST

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THIS INDENTURE WITNESSETH, That the Grantor, ANTHONY F. TOMASELLO AND CONCETTA TOMASELLO, HIS WIFE,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey...

Warrant... unto MELROSE PARK NATIONAL BANK, 17th Avenue and Lake Street, Melrose Park, Illinois, 60110, 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 10th day of May 1976, and known as Trust Number 1915, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 167 of resubdivision of Half Hill Subdivision of part of the East half of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Ill.

10<sup>00</sup> MAIL

THIS INSTRUMENT WAS PREPARED BY  
(CHARLES P. DIVANEZ)  
ATTORNEY AT LAW  
3006 N. CICTRO AVE. CHICAGO, ILL. 60641

Exempt from ad valorem tax and recording fee  
Equal Housing Lender Act

Buyer, Seller or Representative

TO HAVE AND TO HOLD the said real estate unto 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 easements and to vary 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 in trust and to grant to each successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage or 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 lease to commence in present or in the future, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases 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 to purchase or to purchase the whole or any part of the reversion, 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 appurtenant 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 uses 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 execution of any purchase money, rent or money borrowed or advanced on said real estate, or to 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 privileged to inquire into any of the terms of said Trust Agreement, and every deed, lease, mortgage, lease or other instrument executed by an officer or any successor in trust, in relation to said real estate shall be deemed to be 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, in that at the time of the delivery thereof the trustee created by this indenture and by said Trust Agreement was in full force and effect, that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in the Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all benefit takers thereunder, in that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and (d) if the conveyance in fact is a mortgage or purchase in trust, that such successor or successors in trust have taken all steps which are required and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

The foregoing is a full and complete description of the premises and of the uses and purposes intended to be accomplished by this deed, and the parties hereto, and the Trustee, Melrose Park National Bank, individually and jointly, warrant that the premises hereinafter described are the same premises as those described in the Indenture and in said Trust Agreement, and all such titles being hereby expressly waived and released. Any contrary obligation or indebtedness in fact or in equity incurred in the execution of this deed or in the execution of any instrument or agreement entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement as their attorney, in fact hereby irrevocably appointed for such purpose, 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 the performance and discharge thereof). All persons and corporations whatsoever 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, rents and proceeds arising from the use of 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, rents and proceeds thereof as aforesaid, the interest hereunder being in said interest.

If the title to any of the above real estate is now or hereafter registered the Registrar of Titles hereby directed and is directed to note in the certificate of title or duplicate thereof, or memorial, the words "trust" or "express trust" or with limitation, the words of similar import, in accordance with the estate in such case made and provided, and said Trustee shall not be required to note the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registration is in accordance with the true intent and meaning of the trust.

And the said grantor(s) hereby expressly waive, and release, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the assumption of taxes due from one or more of the above.

In Witness Whereof, the grantor(s) aforesaid by hereunto set their hand(s) and seal(s) this 10th day of MAY 1976.

Anthony F. Tomaseillo (REAL) Concetta Tomaseillo (REAL)

Illinois  
County of Cook  
I, Anthony F. Tomaseillo and Concetta Tomaseillo, his wife,

CHARLES P. DIVANEZ  
NOTARY PUBLIC  
MAIL TO

person(s) named in me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument executed before me this day to permit and acknowledged that they agreed, signed 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.

Given under my hand the Notarial seal and this 10th day of May 1976.

MELROSE PARK NATIONAL BANK  
17th Avenue and Lake Street  
Melrose Park, Illinois 60110

For information only insert street address of above described property

Vertical stamp: 60635600