

UNOFFICIAL COPY

DEED IN TRUST

23 592 275

64-64-60-10

THIS INDENTURE WITNESSETH, That the Grantor, LOUIS MONFELI and CLARA B. MONFELI, 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 unto MELROSE PARK NATIONAL BANK, 17th Avenue and Lake Street, Melrose Park, Illinois, 60150, 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 27th day of April, 1976, and known as Trust Number 1864, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 7 in Block 4 in Hillside being a Subdivision of that part of the East 1323.5 feet lying South of Railroad Lands in the North East 1/4 of Section 18, Township 39 North, Range 12 East of the Third Principal Meridian, and dedication of a strip of land 60 feet wide for a public highway being 60 feet wide West of and adjoining a line 1323.5 feet West of East line of North East 1/4 of Section 18, and extending from North Line of Harrison Street (on the South) to South Line of Butterfield Road (on the North) in Cook County, Illinois.

Permanent Index No. 15-18-230-007

This document prepared by Anthony Caliendo, Attorney at Law 154 Broadway, Melrose Park, Ill.

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 vacate 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 purchase, to convey, with or without consideration, to convey said real estate or any part thereof to a successor 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 dedicate, 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 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 lease 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 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 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 might be lawful for any person owning the same to deal with the same, whether similar to or different from those 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, 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, 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 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 trust 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 are fully and lawfully entitled to the same.

This conveyance is made upon the express understanding and condition that neither Melrose Park National Bank, individually, nor its successor or successors in trust shall incur any personal liability or be subjected in any claim, judgment or decree for anything if 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 happening in or about said real estate, any and all such liability being hereby expressly waived and released, and no beneficiary hereunder shall be bound or held liable in or about the said real estate 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 attorney 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 individuals (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except so far as in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All 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.

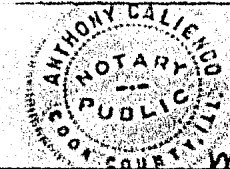
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from sale or any other disposition of said real estate, and such interest is hereby declared to be hereby expressly waived and released, 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 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 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 extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered land 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 statute of the State of Illinois, providing for the assumption of homestead from said real estate or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hand S and seal S this 10th day of June, 1976.

(REAL) Louis Monfeli (REAL) Clara B. Monfeli (REAL)

State of Illinois ss I, the undersigned, a Notary Public in and for the said County, in the state aforesaid, do hereby certify that LOUIS MONFELI and CLARA B. MONFELI, his wife



personally known to me to be the same person(s) whose name(s) APR subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they great, lawful and authorized 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 and seal this 29th day of July, 1976.

RETURN TO: MELROSE PARK NATIONAL BANK 17th Avenue & Lake Street Melrose Park, Illinois, 60150

10.00

STATE OF ILLINOIS REGISTERED MAIL SERVICE

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
AUG 10 '76 2 15 PM

William H. Wilson
RECORDED BY JESOC

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END OF RECORDED DOCUMENT