

UNOFFICIAL COPY

COOK COUNTY
FILED
DEED IN TRUST

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THIS INDENTURE WITNESSETH, That the Grantor, CAROL ANN WEBER, a spinster 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 ~~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 June 19 75, and known as Trust Number 1667, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 26 in Block 4 in Douglas Park Addition to Chicago in Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

5.00

This instrument was prepared by
Otto J. Nerad
Attorney at Law
3607 West 26th Street
Chicago, Illinois 60623

TO HAVE AND TO HOLD the said real estate with all appurtenances, unto the trustee, and for the use 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, park, streets, highways or alleys and to any subdivision or part thereof, and to redivide 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 such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to demise, 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 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 changes of any kind, to release, convey or assign any right, title or interest in or about or concerning any 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 way above specified, at any time or times hereafter.
The grantor hereby agrees that she shall 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 and 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 Register 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 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 and her predecessors in title.
The trustee, her successors and assigns under said Trust Agreement shall not be liable for any personal liability or be subjected to any claim, judgment or decree for anything if or they or their agents or attorneys may do or omit to do in or about the said real estate under the provisions of this deed or said Trust Agreement or any amendment thereof or for injury to persons 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 incurred 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 purposes, or at the direction of the Trustee, in its own name, as Trustee of an express trust and individually and jointly with the Trustee shall have no liability 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 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 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 said real estate or such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in Melrose Park National Bank the entire legal and equitable title in fee simple, in and in all of the real estate above described.
If the title in any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or see to the certification of title or disposition thereof, or to certify the words "in trust" or "with limitations," or "with conditions," or "with similar import," in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the same 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, releases and relinquishes, 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.

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This case is within Section 4 and Section 5 of the Act.
Exempt under Provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.
Date 7-15-75
Buyer, Seller or Representative

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal, this 15th day of July 19 75.
[SEAL] Carol Ann Weber [SEAL]

State of Illinois County of DuPage I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Carol Ann Weber, a spinster

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 right of homestead.
Given under my hand and official seal this 15th day of July 19 75.
Notary Public

OTTO J. NERAD
3607 West 26th Street
Chicago, Illinois 60623
BOX 533

END OF RECORDED DOCUMENT