

UNOFFICIAL COPY

DEED IN TRUST

Box 669

30 APR 14 1980

THIS INDENTURE WITNESSETH, That the Grantor, **JOHN L. HIGGINS, JAMES J. HIGGINS, PATRICIA M. KEANE, GERALD E. HIGGINS and WILLIAM P. HIGGINS** 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 acknowledged.

Warrant 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 **20th** day of **March**

19**80** and known as Trust Number **4072**, the following described real estate in the County of **Cook** and State of Illinois, to-wit:

Prepared by: **James H Wolf**
1st National Plaza # 2640
Chicago, Ill 60604

10.00

25423163

The above space for recorder's use only

Lot twenty four (24) in Gustave H. Soeffing's Resubdivision of Lots one (1) to forty eight (48) inclusive in Block six (6) in Robert Hood's Subdivision of Blocks one (1) to six (6) inclusive, eight (8) and eighteen (18) in Salisbury's Subdivision of the East half of the South East quarter of Section Five (5), Township thirty nine (39) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO:
General taxes for 1979, and subsequent years, special taxes or assessment for improvements not yet completed; building lines and building and liquor restrictions of record; zoning and building ordinances; roads and highways, if any, private, public and utility easements of record; party wall rights and agreements, if any, covenants, conditions and restrictions of record; any lease withholds TO HAVE AND TO HOLD the said real estate with the appurtenances upon a trust for the use and purposes herein set forth.

Full power and authority is hereby granted to said Trustee, his heirs and assigns, and to resubdivide said real estate or any part thereof, to dedicate, 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, in demise, to dedicate to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or a 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 lease 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 renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify lease 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 partition or exchange said real estate or any part thereof, for other real or personal property, to grant easements or charges of any kind, to raise, 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 may be lawful for any person or persons dealing with the same, whether similar to or different from the ways 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, mortgaged or otherwise encumbered, or in any way be bound by the terms of this trust have been compiled with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged to see to the execution of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or other instrument executed 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 the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Melrose Park National Bank, Inc. nor any of its officers, directors, 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 amendments thereto, or at the election of the Trustee, in its own name, as Trustee of an express trust, or in all such liability being heretofore 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, as set forth herein, 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. A 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 as their heirs 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 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, as set forth in the certificate of this 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 such cases made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extrinsic instrument, 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

In Witness Whereof, the grantor(s) aforesaid have hereunto set their hands and seal this 25th day of March, 1980

State of Illinois)
County of Cook) ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that William P. Higgins, John L. Higgins, Patricia M. Keane + Gerald E. Higgins

personally knows to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument on March 25 free and voluntary for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 3rd day of April, 1980

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

1010 North Wabler
Chicago, Illinois 60651
For information only in street address of above described property.

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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
APR 14 1980
25423163

COOK COUNTY
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
APR 14 1980
25423163

25423163

UNOFFICIAL COPY

Property of Cook County Clerk's Office

REPEATED BY THE STATE OF ILLINOIS, PROVIDING FOR THE EXEMPTION OF HOMESTEADS FROM SALE ON EXECUTION OR OTHERWISE.

In Witness Whereof the grantor S. aforesaid have hereunto set their hands and seal S this 25th day of March 1980

Gerald E. Higgins [SEAL] [SEAL]

State of Illinois)
County of Cook) SS. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that GERALD E. HIGGINS

personally known to me to be the same person who is subscribed to the foregoing instrument, appeared before me this 25th day of March 1980 and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, and that he is the owner and holder of the right of homestead.

Given under my hand and notarial seal this 25th day of March 1980

25423163

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

1010 North Waller
Chicago, Illinois 60651
For information only insert street address of above described property.

UNOFFICIAL COPY

2542 3123

Property of Cook County Clerk's Office

★ ★ ★ ★ ★
CITY OF CHICAGO ★
REAL ESTATE TRANSACTION TAX ★
★ ★ ★ ★ ★
DEPT. OF
REVENUE APR 14 '90
PR 11194

END OF RECORDED DOCUMENT