

UNOFFICIAL COPY

DEED IN TRUST

RECORDED IN COOK COUNTY

RECORDED

THIS INDENTURE WITNESSETH, That the Grantors, VINCENT LARAIA and RUTH LARAIA, his wife

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 acknowledged, Convey and warrant unto MELROSE PARK NATIONAL BANK, 17th Avenue and Lake Street, Melrose Park, Illinois, 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 24th day of April, 1981, and known as Trust Number 5204, the following described real estate in the County of Cook, and State of Illinois, to wit:

The North 24.50 feet of Lot 4 in Block 22 in Goss, Judd and Sherman's West Division Street Home Addition, being a Subdivision of the Northwest 1/4 of Section 3, Township 39 North, Range 12, East of the Third Principal Meridian, (except the North 63 acres thereof and except Lots 19 and 20 in Block 4 in Goss, Judd and Sherman's Melrose Park Highlands being a Subdivision in the Northwest 1/4 of Section 3 aforesaid) in Cook County, Illinois;

Subject to general taxes for 1981 and subsequent years, to party wall rights on the South line of said land, and to all covenants, conditions and restrictions on record.

THIS INSTRUMENT WAS PREPARED BY SIDNEY R. TARKOFF, 5 BROADWAY, MELROSE PARK, ILL. 60160.

TO HAVE AND TO HOLD the said real estate with the appurtenances thereunto, 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 redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms to any person, 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 upon said real estate, 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 for a term of years, or for a term of years and thereafter, 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 sell, and options to renew leases and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to sell, and options to renew leases and provisions thereof at any time or times hereafter, 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 partition or to exchange said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person dealing 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 dealing with the same to deal 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, be obliged to see that the terms of this 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 that 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 trusts, conditions and limitations contained in this Indenture and in said Trust Agreement, and (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) that the conveyance is in all amendments thereof, if any, and binding upon all beneficiaries thereof. (e) 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) that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and duly vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her 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 or 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 thereto, or for injury to person or property happening in or about said real estate, and any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by said Trustee, or any successor in trust, in connection with said real estate may be entered into by or at the election of the Trustee, in its own name, as Trustee of an express trust or as trustee in fact, hereby irrevocably appointed for such purpose, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except so far as the trust property and funds in the actual possession of the Trustee 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 tenants in common, joint tenants, or as tenants by the entirety, or as tenants in common, joint tenants, or as tenants by the entirety, or as tenants in common, joint tenants, or as tenants by the entirety, 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 to said real estate as such, but only an interest in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate above described.

Melrose Park National Bank, the entire legal and equitable title in and to all of the real estate above described, in and to the certificates 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 original 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 grantors 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hand and seal this 4th day of May, 1981.

VINCENT LARAIA [SEAL] RUTH LARAIA [SEAL]

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that VINCENT LARAIA and RUTH LARAIA, his wife,

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed 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 and official seal this 22nd day of June, 1981.

SIDNEY R. TARKOFF Notary Public

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

1716 N. 22ND AVE. MELROSE PARK, ILL. 60160 For information only insert street address of above described property.

RECORDED 25917224 A REC 10.00

25917224

10.00

The above space for recorder's use only

H370 C6 #2

25917224

007755 REAL ESTATE TRANSACTION TAX

22.50

COOK COUNTY

STATE OF ILLINOIS

25917224

REVENUE



END OF RECORDED DOCUMENT