

UNOFFICIAL COPY

DEED IN TRUST
 THIS INDENTURE WITNESSETH, That the Grantor, PHYLLIS MONTE, div'd & not remarried, and DEAN MONTE, a bachelor,
 of the County of Cook and State of Illinois,
 for and in consideration of the sum of Ten & No/100
Dollars (\$ 10.00XXXXXX), in hand paid, and of other
 good and valuable considerations, receipt of which is hereby duly ack-
 Warrant
 nowledged, Convey _____ and Quit Claim _____ unto MELROSE PARK
 BANK & TRUST, 17th Avenue and Lake Street, Melrose Park, Illinois, 60160,
 a corporation duly organized and existing as an Illinois Corporation 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 provi-
 sions of a certain Trust Agreement, dated the 4th day of
August 19 87, and known as Trust Number 5993,
 the following described real estate in the County of Cook
 and State of Illinois, to-wit:

Lot 7 in Block 21 in Town Manor Subdivision
 of the North 100 acres of the Northeast
 1/4 of Section 5, Township 39 North, Range
 12, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 313 HIRSCH, NORTHLAKE, ILLINOIS 60164

87493787
 DEPT-01 \$12.00
 T#0003 TRAN 7722 09/09/87 09:42:00
 43645 C * 87-493787
 COOK COUNTY RECORDER

Real Estate Index No. 15-05-226-007

This document was prepared by: PEGGY ANN DOHENY, Law Offices of Richard J. Hammer & Associates, 58 E. North Ave., Northlake, IL 60164-2521

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 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 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 leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single division the term of 100 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 having the amount of present or future rentals, to petition 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, alienate, enslave, enfranchise or about any such easement, appurtenant or right, to said real estate, and to do thereon, and 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, 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 trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto; (c) any and all rights upon all beneficiaries hereunder; (d) that said Trustee, or any successor in trust, was duly authorized and empowered to make and deliver over such said trust, trust deed, lease, mortgage, or other instrument; and (e) that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly apprised, and are fully vested with all 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 Bank & Trust, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything, or for any agent or attorney or may do or may be required to do in or about the real estate, under the provisions of this Deed, or any amendment thereto, or any instrument or agreement, or any other instrument, or any other document, or any other obligation, or any other liability, being held by it in trust, or in any way connected with the real estate, or any part thereof, or any other liability being held by it in the name of the then beneficiaries under said Trust Agreement as then attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election 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 payment and discharge thereof. All persons and corporations whomever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The intent 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 exercise of their and proceeds arising from the sale or any other disposition of said real estate, and such intent 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.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or cause to be registered, or to record, or to file, or to make any memorandum of any 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 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 statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set their hands and seals this 4th day of AUGUST 19 87.

Phyllis Monte

DEAN MONTE

State of ILLINOIS ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby
 County of COOK certify that PHYLLIS MONTE, divorced and not re-
married, and DEAN MONTE, a bachelor,

personally known to me to be the same person whose name is JESSICA MILLER 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

" OFFICIAL SEAL
 JESSICA MILLER
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 6/10/89
 Under my hand and notarial seal this 4th day of August 19 87

Notary Public

RETURN TO: MELROSE PARK BANK & TRUST
 17th Avenue & Lake Street
 Melrose Park, Illinois, 60160
 Box 189 - Cook County Recorder

313 Hirsch, Northlake, IL 60164
 For information only insert street address of above described property.