

THIS INDENTURE WITNESSETH, That the Grantor, S. Anthony Tinerella and Phyllis Tinerella, his wife of 5134 W. Deming Place of the County of Cook and State of Illinois for and in consideration of the sum of Ten (\$10.00) Dollars (\$ 10.00 ), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and ~~COOK COUNTY~~ unto MELROSE PARK BANK & TRUST, 17th Avenue and Lake Street, Melrose Park, Illinois, 60169, 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 provisions of a certain Trust Agreement, dated the 10th day of June 1981, and known as Trust Number 5217, the following described real estate in the County of Cook and State of Illinois, to-wit: See the Legal Description Rider, attached hereto and made a part hereof.

87511264  
DEPT. OF RECORDING \$12.25  
44404 TRAN 2273 99/18/81 10 22:00  
#160 # D \* 87-511264  
COOK COUNTY RECORDER

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP SEP 16 '87  
24.50

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
SEP 16 '87 DEPT. OF REVENUE  
24.50

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE 245.00  
REV. 89-716  
PM1612

Real Estate Index No. 13-33-207-039-000  
AEO AILK

This document was prepared by: Lawrence E. Rafferty, 1112 N. Touhy  
Park Ridge, Illinois 60068

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein set forth.

Full power and authority is hereby granted to said Trustee to borrow, mortgage, protect and subdivide said real estate of any thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to redivide said real estate as he may desire, to contract to sell, to grant options to purchase, to sell on any terms, to convey after with or without consideration, to convey real estate or any part thereof to a successor or successors in trust and to grant the said successor or successors in trust all of the title, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to charge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in fee simple or for a term of years, to lease 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 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 lease thereof at any time or times hereafter and to contract respecting the manner of filing 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 incident to said real estate by any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other purposes as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways herein specified, at any time or times hereafter.

It is the intention of the parties to this instrument that the said real estate shall be conveyed to the Trustee of every person, including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, at that time of the delivery thereof that the trust created by this Indenture and by said Trust Agreement was in full force and effect, and 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, and that said Trust Agreement and all amendments thereto authorized and empowered the Trustee and his or her successors in trust, in relation to said real estate shall be conclusively deemed to be duly made in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement and in all amendments thereto, and that such successors 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 Trustee of said real estate.

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, annuities and proceeds arising from the sale or any other disposition of said real estate, and no interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, power, legal or equitable, in or to said real estate as such, but only an interest in the earnings, annuities and proceeds thereof as a beneficiary of the trust hereunder being in or to said Melrose Park National Bank for the sole legal and equitable use of the Trustee of said real estate as described herein.

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 file in the certificate of title or duplicate thereof, or memorial, the words "in trust," 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 said an execution or otherwise.

In Witness Whereof, the grantor S. Anthony Tinerella hereunto set hand and seal S this 25th day of August 1981

Anthony Tinerella [SEAL] Phyllis Tinerella [SEAL]  
Anthony Tinerella [SEAL] Phyllis Tinerella [SEAL]

State of Illinois ) SS. I, the undersigned, a Notary Public, do hereby certify that the above described instrument was duly executed by the undersigned and the person named therein.

OFFICIAL SEAL  
LAWRENCE E. RAFFERTY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/31/81  
Signed under my hand and notarial seal this 25th day of August 1981.  
Notary Public

RETURN TO: MELROSE PARK BANK & TRUST  
17th Avenue & Lake Street  
Melrose Park, Illinois, 60169  
Box 189 - Cook County Recorder

For information only insert street address of above described property.

87511264

MAIL

87511264

87511264

# UNOFFICIAL COPY

## LEGAL DESCRIPTION RIDER

for Property Commonly Known As:

2208 N. Leamington Ave.  
Chicago, IL 60639

LOT 21 (EXCEPT THE NORTH 6 FEET THEREOF) AND THE NORTH 12 FEET OF  
LOT 22 IN BLOCK 8 IN CHICAGO LAND INVESTMENT COMPANY'S SUBDIVISION  
NORTH EAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 13-33-207-039-0000.

Property of Cook County Clerk's Office

87511264