

UNOFFICIAL COPY

DEED IN TRUST

87676698

THIS INDENTURE WITNESSETH, That the Grantor, GAYLE S. WAKEFIELD and LINDA K. WAKEFIELD, his wife,

of the County of Cook and State of Illinois for and in consideration of the sum of Ten and 00/100----- Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey Warrant 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 provisions of a certain Trust Agreement, dated the 1st day of December 19 87, and known as Trust Number 6022, the following described real estate in the County of Cook and State of Illinois, to-wit:

1000

The above space for recorder's use only

See Exhibit "A" attached hereto and made a part hereof.

Subject to the matters affecting title as disclosed in Exhibit "A".

15 04 100 001 0000 - 10+9
15 04 100 002 0000 - 10+8
Real Estate Index No. 15 04 100 003 0000 - 10+7

CAD WJ

This document was prepared by: William S. McDowell, Jr., 180 N. LaSalle, Chicago Illinois 60601

TO HAVE AND TO HOLD the said real estate with the encumbrances, 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, or 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 donate, to dedicate, to mortgage, to 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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 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 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 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, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see in 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, capacity 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 thereof, or of any part thereof, 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) if the conveyance is 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Melrose Park Bank & Trust, 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, any and all such liability being hereby 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 in or said Trust Agreement as their 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 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 (here 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 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 to issue similar imports, 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 have hereunto set their hands and seals this 23 day of December 1987

Gayle S. Wakefield (SEAL) Linda K. Wakefield (SEAL)
Gayle S. Wakefield (SEAL) Linda K. Wakefield (SEAL)

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 Gayle S. Wakefield and Linda K. Wakefield,
his wife,

personally known to me to be the same person S whose name S are 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 notarial seal this 23rd day of December 1987
Kristine A. Steiner
Notary Public

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

1837 N. Mannheim, Stone Park, IL
For information only insert street address of above described property.

VILLAGE OF STONE PARK
COOK COUNTY, ILL.
REAL ESTATE TRANSFER TAX
ORDINANCE NO. 87-1
215.00

COOK CO. NO. 016

150253

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
COOK COUNTY
REAL ESTATE TRANSACTION TAX
COOK COUNTY

Document Number

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EXHIBIT "A"

LEGAL DESCRIPTION OF AND MATTERS AFFECTING TITLE TO PREMISES

Legal Description

Lots 7, 8 and 9 in Block 1 in H. O. Stone and Company's World's Fair Addition a Subdivision of that part of Section 4, Township 39 North, Range 12 East of the Third Principal Meridian, lying North of Indian Boundary Line except that from all of "Soffel's Subn" also that part of Section 4 South of Indian Boundary line North of Elgin Road (Lake Street) and West of Henry Soffel's Third Addition to Melrose Park also that part of said Section 4 lying South of the Indian Boundary Line West of the center line of 33rd Avenue, produced North and North of the center line of Soffel Avenue together with Lot "E" of said Henry Soffel's 3rd Addition to Melrose Park (except that part of Lot 9 taken by the Department of Transportation in Case 77L3829) all in Cook County, Illinois.

Common Address: 1837 North Manheim Road, Stone Park, Illinois

Permanent Real Estate Tax Index Numbers: 15-04-100-001-0000
15-04-100-002-0000
15-04-100-003-0000

Matters Affecting Title

1. General real estate taxes which are a lien on the Premises but not yet due and payable.

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