

DEED IN TRUST UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That the Grantor, s. GEORGE MATHEW & THERSIA KUTTY GEORGE n/k/a THERSIA MATHEW, his wife,

of the County of Cook and State of Illinois for and in consideration of the sum of Ten Dollars Dollars (\$ 10.00), in hand paid, and of other

good and valuable considerations, receipt of which is hereby duly acknowledged, 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 provisions of a certain Trust Agreement, dated the 1st day of December 1987, and known as Trust Number 6024, the following described real estate in the County of Cook and State of Illinois, to-wit:

The above space for recorder's use only

Lot 9 (Except the North 6 Feet thereof) and the North 10.5 feet of Lot 10 in Block 10 in Coss, Judd and Sherman's West Division Street Home Addition, being a subdivision in the North West 1/4 of Section 3, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 1700 N. 36th Street Stone Park, Illinois 60165 Real Estate Index No. 15-04-112-050-0000

This document was prepared by: Ronald J. Mentone 1503 W. Lake Street Melrose Park, Illinois 60160 343-9669

TO HAVE AND TO HOLD the said real estate with the covenances, 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 in and through, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any portion or portion thereof, and to resubdivide said real estate as often as desired, to contract to 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 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 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 demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time hereafter, to 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 encumbrance 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 here 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 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 terms and conditions, whether similar to or different from the ways here specified, at any time or times hereafter.

This conveyance is made upon the express understanding and condition that neither Melrose Park Bank & Trust, individually, 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 under 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 in a 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 them 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, 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 in the certificate 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 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 s. aforesaid have hereunto set their hand s. and seal s. this 1st day of December 1987

X George Mathew (SEAL) X Thersia Kutty George (SEAL)

State of Illinois ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that GEORGE MATHEW & THERSIA KUTTY GEORGE n/k/a THERSIA MATHEW, his wife,

personally known to me to be the same person s. whose name s. 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 1st day of December 1987 Ronald J. Mentone Notary Public

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

For information only insert street address of above described property.

Section 4, Real Estate Transfer Act. 12/1/87 87677574 Seller or Representative: Michelle Carter 87677574