

THIS INDENTURE WITNESSETH That the Grantor, LINDA M. PESCH, a never married person 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 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 19th day of May 1988, and known as Trust Number 6061, the following described real estate in the County of Cook and State of Illinois, to wit

88244677

12.00

The above space for recorder's use only

LEGAL DESCRIPTION ATTACHED HERETO.

1989 JUN -7 AM 11:06

88244677

Real Estate Index No 15-01-101-027-0000

This document was prepared by: FRANCIS A. FANELLI

121 Chicago Ave., Melrose Park, IL 60160

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, pave, streets, highways or alleys and to vacate, or subdivision of part thereof, and to resubdivide said real estate as often as desired to contract to sell, to grant, option to purchase or to sell or any lease 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 each successor or successors in trust all of the title, estate, powers and a quiet title 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 perpetuity or for a term, by 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 demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions hereof 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 doing 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 charge 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 acts 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, 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 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 if said deed, lease, mortgage or other instrument, was duly recorded, (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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, (c) that said deed, trust deed, mortgage, lease or other instrument was duly recorded, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly admitted and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Melrose Park Bank & Trust nor any of its successors or successors in trust shall in any personal liability or be subjected to any claim, judgment or decree for anything in or out of 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 Trustee in trust 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 such, in an express trust and not individually, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except to the extent of 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 who, whether 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, dividends and proceeds arising from the sale of 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, dividends and proceeds thereof as aforesaid, the intention hereof being to vest in said Melrose Park Bank & Trust the entire trust 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 note 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 other instrument, 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 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 her hand and seal this 27th day of May 1988.

(REAL) Linda M. Pesch (REAL)

State of ILLINOIS } ss  
County of COOK }

I, the undersigned, a Notary Public, do and for said County, in the state aforesaid, do hereby certify that LINDA M. PESCH, a NEVER MARRIED PERSON

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 27th day of May 1988.

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.

7158-92-11

This space for affixing Return and Reverse Stamp

Start under provisions of Paragraph 6

ASSIGN 4, Real Estate Transfer Act, 5/27/88

Document Number

# UNOFFICIAL COPY

PARCEL 1:

EXHIBIT B

LOTS 10, 12, AND 13 IN RICHARDSON'S INDUSTRIAL PARK A SUBDIVISION IN THE EAST 1/2 OF SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART CONVEYED TO THE CHICAGO HAMMOND AND WESTERN RAILROAD COMPANY) DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS 478.00 FEET WEST OF THE

NORTH EAST CORNER OF SAID WEST 1/2; THENCE SOUTH ON A LINE WHICH FORMS AN ANGLE OF 69 DEGREES 21 MINUTES 20 SECONDS IN THE SOUTH EAST QUADRANT WITH SAID SAID NORTH LINE FOR A DISTANCE OF 112.65 FEET TO A POINT; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 128.62 FEET (A TANGENT TO SAID CURVE AT A POINT FORMS AN ANGLE OF 17 DEGREES 59 MINUTES 00 SECONDS WITH THE PROLONGATION OF SAID LAST DESCRIBED LINE) FOR A DISTANCE OF 253.01 FEET TO A POINT OF COMPOUND CURVE; THENCE EASTERLY ON A CURVED LINE HAVING A COMMON TANGENT WITH SAID LAST DESCRIBED LINE BEING CONVEX TO THE SOUTH AND HAVING A RADIUS OF 233.42 FEET FOR A DISTANCE OF 58.87 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77 DEGREES 10 MINUTES EAST OF A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE FOR A DISTANCE OF 81.73 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVED LINE TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 293.94 FEET, A DISTANCE OF 226.55 FEET TO THE POINT OF INTERSECTION OF SAID CURVED LINE WITH THE EAST LINE OF THE AFORESAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, SAID POINT OF INTERSECTION BEING 564.35 FEET SOUTH OF THE NORTH EAST CORNER OF SAID WEST 1/2 OF THE EAST 1/2 OF SAID SOUTH EAST 1/4 OF SAID SECTION 4; THENCE NORTH ALONG SAID EAST LINE OF SAID WEST 1/2 A DISTANCE OF 133.35 FEET TO A POINT; THENCE NORTH 69 DEGREES 58 MINUTES 20 SECONDS WEST ON A STRAIGHT LINE FOR A DISTANCE OF 73.16 FEET TO A POINT OF CURVE; THENCE WEST ON A CURVED LINE, CONVEX TO THE SOUTH, TANGENT TO SAID LAST DESCRIBED LINE AND HAVING A RADIUS OF 133.62 FEET FOR A DISTANCE OF 53.25 FEET TO A POINT OF TANGENCY; THENCE NORTH 80 DEGREES 09 MINUTES WEST IN A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED LINE A DISTANCE OF 103.21 FEET TO AN ANGLE IN SAID LINE; THENCE NORTH 77 DEGREES 10 MINUTES WEST, A DISTANCE OF 29.23 FEET TO A POINT OF CURVE; THENCE WESTERLY ON A CURVED LINE CONVEX TO THE SOUTH, TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 215.42 FEET, A DISTANCE OF 56.33 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ON A CURVED LINE HAVING A COMMON TANGENT WITH SAID LAST DESCRIBED CURVED LINE; AND BEING CONCENTRIC WITH THE FIRST DESCRIBED CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 310.62 FEET FOR A DISTANCE OF 271.25 FEET TO A POINT; THENCE NORTH 7 DEGREES 13 MINUTES WEST, A DISTANCE 76.61 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

85224477