

UNOFFICIAL COPY

THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON AUGUST 15, 1988, AT 10:40 AM.
Thomas L. Cartwright, divorced and not since remarried
of the County of Cook and State of Illinois
for and in consideration of the sum of ten Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and ~~XXXXXX~~ 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 5th day of August 19 88, and known as Trust Number 6094, the following described real estate in the County of Cook and State of Illinois, to-wit:

88368584

DEFI221 REARR04866 08/15/88 10:40:00

83673 B *-88-368584 COOK COUNTY RECORDER

The above space for recorder's use only

Lot 42 in Volk Brothers First Addition to Chicago Home Gardens, a Subdivision in the Southeast 1/4 of Section 26, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. More commonly known as: 2645 Thatcher, River Grove, Illinois.

88368584

Real Estate Index No. 12-26-409-610 Vol. 67

This document was prepared by: Karen L. Shishem, 201 N. Wells, #2700

Chicago, Illinois 60606

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, and for the uses and purposes herein 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 erect, alter, change or remove any building or part 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 to such successor or successors in trust all of the title, estate, power and authority vested in said Trustee, to execute, to delegate, to assign, 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 be contained in a present or in future, and upon any terms and for any period or periods of time, not exceeding in any single lease the term of 99 years, and to renew or extend any lease 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 he shall see fit, to subject to such leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reservation and to contract respecting 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 concerning any part of said real estate or any part thereof, and to deal with said real estate and any part thereof in all other ways and for such other considerations as it would be lawful for any person wanting the same to deal with the same, whether similar to or different from the 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 contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the execution 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (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 taken proper steps to be bound and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

There is no warranty made up in the express understanding and condition that neither Melrose Park Bank & Trust, individually or as Trustee, nor its successors 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 personal property happening thereabout or on said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or incurred by the Trustee or successors in trust and all such liability may be entered into by it in the name of the then beneficiary hereunder and 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 to 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 know or who have 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, profits 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 interest hereunder shall have any title or interest, legal or equitable, in or on said real estate as such, but only an interest in the earnings, profits and proceeds thereof, and to all of the interest hereof being or to be 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 in any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register a 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 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 his hand and seal this 5th day of August 19 88

[SEAL] X Thomas L. Cartwright [SEAL] [SEAL] [SEAL]

State of Illinois } ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Thomas L. Cartwright

[Handwritten signature]

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 he signed, sealed and delivered the said instrument as his 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 14th day of August 19 88

[Signature] Notary Public

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

2645 Thatcher River Grove, Illinois

For information only (insert street address of above described property)

Exempt under Real Estate Transfer Tax Act Sec. 4 Par. 8 Cook County Ord. 96104 Par. 4 Date August 15 1988 Sign. Karen L. Shishem

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1 Cook County Clerk 2010 531
100 North Dearborn Street, 15th Floor, Chicago, IL 60610

Property of Cook County Clerk's Office

Melrose Park Bond Trust
17th Avenue + Lake St.
Melrose Park, IL
60160