

DEED IN TRUST

UNOFFICIAL COPY 36597

91306675

THIS INDENTURE WITNESSETH that the Grantor, IRENE ANN ENSALACO, a Widow,

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 X and Quit Claim unto American Midwest 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 18th day of July 1991, and known as Trust Number 6325, the following described real estate in the County of Cook and State of Illinois, to-wit:

The South half of Lot 240 in North Avenue Addition to Melrose Park, being a subdivision of the North 63 acres of the North West quarter of Section 3, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The above space for recorder's use only

DEPT-01 RECORDINGS \$13.00
T#8888 TRAN 8698 07/23/91 14:56:00
#787 # F *-91-366975
COOK COUNTY RECORDER

Real Estate Index No. 15-03-101-047-0000

This document was prepared by: Joseph R. Orvino

1807 Broadway, 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 said 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 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, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, 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 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 purchase the whole or any part of the reversion and to contract respecting the manner of taking 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, and 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 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 Title 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, 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 successor 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 his, his or their predecessor in trust.

The conveyance is made upon the express understanding and condition that neither American Midwest Bank & Trust, nor its Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything done by it or its agent or attorney may do or cause to be done in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or be injured in 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 created in the name of the Trustee, or any successor in trust, under said Trust Agreement as its attorney-in-fact, hereby expressly 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 organizations whatsoever and whatever shall be charge with notice of this condition from the time of the filing hereof in 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 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 attention hereby being to vest in said American Midwest National Bank the entire legal and equitable title in trust in and to all of the real estate above described.

If the title to any of this 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 "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trust 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 her hand and seal this 18th day of July 1991

[SEAL] Irene Ann Ensalaco [SEAL]
[SEAL] IRENE ANN ENSALACO [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 IRENE ANN ENSALACO, a Widow,

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 18th day of July 1991
[Signature]
[Notary Public]

RETURN TO: AMERICAN MIDWEST BANK & TRUST, 17th Avenue & Lake Street, Melrose Park, Illinois, 60160, Box 189-Cook County Recorder
1821 N. 24th Ave. Melrose Park
For information only insert street address of above described property.

This space for affixing Hiders and Revenue Stamp

Exempt under Provisions of Paragraph E, Section 4, Real Estate Transfer Act. Date 7/18/91 Buyer, Seller, or Representative

91306675
Document Number

662

UNOFFICIAL COPY

11/17/2011

Date: 01/28/2011
Section of Real Estate Transfer Act
Exempt under provisions of Paragraph 2

91306975

Property of Cook County Clerk's Office