

UNOFFICIAL COPY

CITY OF BERWYN
Real Estate Transfer Fee

Check One:

- DEED
DECLARATION
ASSIGNMENT OF BENEFICIAL INTEREST OF LAND TRUST
EXEMPTION

RECORDER OR REGISTRAR'S DEED NO.
DATE RECORDED
(For Recorder's Use Only)

INSTRUCTIONS:

- 1. This form must be filled out completely, signed by at least one of the grantees (buyers), signed by at least one of the grantors (sellers), and presented to the Office of the City Collector, 6700 W. 26th Street, Berwyn, Illinois, or other designated agent at the time of purchase of real estate transfer stamps as required by the City of Berwyn Real Estate Fee Ordinance. The stamps must be affixed to the deed, and this form attached, when the deed is recorded, or affixed to the assignment of beneficial interest of any land trust at time of filing with the trustee.
2. The full actual amount of consideration of the transaction is the amount upon which the tax is to be computed. Both the full actual consideration of the transaction and the amount of the tax stamps required must be stated on the declaration.
3. In cases involving an intermediary buyer, nominee or "straw man", one declaration form must be prepared for each deed that is to be recorded. One of these transactions is usually exempt under Paragraph 7(d) of the Ordinance.
4. A signed copy of the Illinois Tax Declaration form must be delivered to the Office of the City Collector, pursuant to Paragraph 10 of the ordinance, by the grantee (buyer) of any deed or assignee of beneficial interest within ten days after delivery of the deed or assignment of beneficial interest, or at the time of the payment of the tax, whichever occurs first.
5. For additional information, please call the City Collector's Office at 788-2660, Monday thru Friday, 9:00 A.M. to 5:00 P.M.

Address of Property 3600 S. Cuyler Berwyn, IL 60402

Permanent Property Index No. 16-32-308-037-0000 ECOA

Date of Deed or Assignment July 3, 1987

Type of Deed Trustees Deed/ Deed in Trust

Full Actual Consideration (include amount of mortgage and value of liabilities assumed) \$
Amount of Fee (\$5.00 per \$1,000 or fraction thereof of full actual consideration) \$

Note: The City of Berwyn Real Estate Transfer Fee Ordinance specifically exempts certain transactions from taxation. These exemptions are enumerated in Paragraphs 7 and 8 of the ordinance which are printed on the reverse side of this form. To claim one of these exemptions, complete the appropriate blanks below:

I hereby declare that this transaction is exempt from taxation under the City of Berwyn Real Estate Transfer Fee Ordinance by paragraph(s) 8 of Section 8 of said ordinance.

Details for exemption claimed: (explain) From trustees to surviving, substitute, succeeding or additional trustees of the same trust

THIS TRANSACTION IS EXEMPT UNDER PARAGRAPH 8 AND 8

OF THE BERWYN CITY CODE SEC. 18-38 AS A REAL ESTATE

We hereby declare the full actual consideration and above facts contained in this declaration to be true and correct. TRANSACTION. DATE 7-20-87 TELLER AS

Grantor: (Please Print) (Seller)

1st National of Cicero 6000 Cermak Berwyn, IL 60402

Signature Date Signed

Grantee: (Please Print) (Buyer)

First American Bank of Riverside 15 Riverside Road Riverside 60402

Signature Date Signed

The above space for recorders use only

THIS INDENTURE, made this 3rd day of July, 1987 between FIRST NATIONAL BANK OF CICERO, a national banking association, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 26th day of November, 1971, and know as Trust Number 3264 party of the first part, and First American Bank of Riverside, Trust 87-25 dated July 9, 1987

Address of Grantee(s): 15 Riverside Rd., Riverside, IL., 60546
This instrument was prepared by: J. Frank Daly, 6000 W. Cermak Rd., Cicero, IL., 60650

WITNESSETH, That said party of the first part, in consideration of the sum of TEN and NO/100 DOLLARS, and other good and valuable considerations in hand paid, does hereby convey and quitclaim unto said party of the second part, the following real estate, situated in Berwyn

Cook County, Illinois, to-wit: The North 30 feet (except the West 1.58 feet thereof) of the West 124 feet of the East 157 feet of Lot 10 in the Sub-division of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, IL.,

PERMANENT INDEX NO. 16-24-308-037-0000

3600 S. Cuyler Berwyn, IL

"THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN".

TO HAVE AND TO HOLD the same unto said parties of the second part and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said country given to secure the payment of money, and remaining unrefused on the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Assistant Secretary, the day and year first above written

FIRST NATIONAL BANK OF CICERO, As Trustee as aforesaid,

By [Signature] Vice President
Attest [Signature] Asst. Secretary

Diana L. Debs

STATE OF ILLINOIS

COUNTY OF Cook

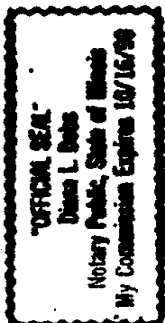
SS. a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY, THAT

Glenn J. Richter Vice President—of FIRST NATIONAL BANK OF CICERO, and
Nancy Tomisek

Assistant Secretary—of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument) as their Vice President—and Assistant Secretary—respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and of the said Assistant Secretary—did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of July, 1987

[Signature]
Notary Public



This space for affixing taxes and revenue stamps.
Recorded under Real Estate Tax Map No. 16-24-308-037-0000 & Cook County Ord. 16-24-308-037-0000

Sign [Signature]
Date 7/13/87

Document Number

3633798

D E L I V E R Y
NAME FIRST AMERICAN BANK OF RIVERSIDE
STREET 15 RIVERSIDE ROAD
CITY RIVERSIDE, ILLINOIS 60546

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

3600 So. Cuyler Ave.

Berwyn, IL., 60402

INSTRUCTIONS OR

RECORDERS OFFICE BOX NUMBER

UNOFFICIAL COPY

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, 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 leases 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 199 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 easement 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 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 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, if any, and binding upon all beneficiaries thereunder, (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 Grantee, 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 under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, 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 them or any of them shall be only in the earnings, avails 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee 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 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.

AMERICAN BANK OF RIVERSIDE
15 RIVERSIDE ROAD
RIVERSIDE, ILLINOIS 60546

1927 JUL 31 11:53 AM
HARRY BUSBY
REGISTRAR OF TITLES

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