

UNOFFICIAL COPY

LATER DATE # 60-74-734 2-11

DEED IN TRUST

COOK COUNTY, ILLINOIS
FILED FOR RECORD

21 721 660

William R. Olsen
RECORDER OF DEEDS

Nov 23 '71 2 24 PM above space for recorder's use only

21 721 660

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Lola Donofrio, a spinster,
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 WarrantE unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under
the provisions of a certain Trust Agreement, dated the Seventeenth
day of November 19 71, and known as Trust Number 2261, the following
described real estate in the County of COOK and State of Ill., to wit:
Street address: 111 South Dearborn Street
Legal description:

See Exhibit attached hereto.

Legal Description:

PARCEL 1:

Lot 9 in Capri Gardens, being a subdivision of part of the South West quarter of Section 1 and part of the South East quarter of Section 2, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded September 4, 1958 as document 17308052

Also

PARCEL 2:

That part of the West half of the South West quarter of Section 1, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:

Beginning on the South line of West half of the South West quarter of Section 1, at a point 598.32 feet East from the South West corner thereof; thence East along said South line 271.65; Thence North forming a North West angle of 89 degrees, 45 minutes, 30 seconds with said South line of Section 1, 280.10 feet; thence West parallel to said South line of Section 1, 532.7 feet to the center of the pavement of Rand Road; thence Southeasterly 387.63 feet more or less to the point of beginning; (excepting from the above described premises that part lying Southeasterly of a line drawn parallel with the Northwestern lines of Lots 9 and 10 and the Northwestern line of said Lot 9 extended Southwesterly in Capri Gardens aforesaid, and drawn through a point on the Northwesterly line of Rand Road, 150 feet (as measured along the Northeasterly line of Rand Road) Southwesterly of the most westerly corner of said Lot 9) all in Cook County, Illinois.

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Property of

TO HAVE AND TO HOLD the said real estate in the apportionments, upon the trusts, and for the uses and purposes upon the limitations set forth in said Trust Agreement.

Full power and authority consistent with the above described Trust Agreement 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 the present or in the 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, not exceeding the term of the lease and the provisions thereof at any time, and to contract to make leases and to grant options to lease and options to renew leases and options to purchase 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 a 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 restricted to inquire into any of the terms of said Trust Agreement, and every 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 thereof, if any, and binding upon all parties thereto; (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, 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 were 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 conditions that neither Amalgamated Trust & Savings Bank 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 the Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, 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, 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 of an express 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 thereof as aforesaid the intention hereof being to vest in said Amalgamated Trust & Savings 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 described 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, or words of similar import, in such case made and provided.

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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid, by her agent set forth hereunto set forth, signed, sealed and delivered the said instrument as her act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and Notary Public seal, this 17th day of NOVEMBER 1971, at Chicago, Illinois.
[SEAL] Lola Donferio [SEAL]

Judith E. Bailey
STATE OF Illinois, County of Cook, do hereby certify that LOLA DONFERIO is a Notary Public in and for said County of Cook, Illinois.
personally known to me to be the same person whose name she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she is the person whose name she subscribed to the foregoing instrument, signed, sealed and delivered the said instrument as her act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and Notary Public seal, this 17th day of November A.D. 1971.
My commission expires [blank] day of [blank] A.D. 1971.
Notary Public

This space for affixing Riders and Revenue Stamps

NO TAXABLE CONSIDERATION

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Document Number 21221 660

Mail to: AMALGAMATED TRUST & SAVINGS BANK
111 South Dearborn Street
Chicago, Illinois 60690
Attention: TRUST DEPARTMENT
BOX 532

Form T-2

END OF RECORDED DOCUMENT