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DEED IN TRUST

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The above space for recorder's use only

COOK COUNTY, ILLINOIS
FILED FOR RECORD
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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 **E** and Warrant **E** unto **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the **1st**

day of **May** 19 **71**, and known as Trust Number **2213**, the following described real estate in the County of **Cook** and State of **Ill.**, to wit:
Street address:

Legal description:
See Exhibit "A" attached hereto and made a part hereof

THIS DOCUMENT IS RECORDED FOR THE PURPOSE OF ACKNOWLEDGING THE GRANTOR'S SIGNATURE

TO HAVE AND TO HOLD the said real estate with the appurtenances, 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 streets, alleys, highways, and to make 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 lease, to convey, to mortgage, to convey either with or without consideration, to convey said real estate as to any part thereof to a successor or successors in trust and to grant to any successor or successors in trust all of the title, estate, powers and authorities 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 possession or reversion, by lease to commence in the 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 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 in 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, 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 in 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 terms, 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 successors in trust, that such successor or successors in trust have been duly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, 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 charge for anything it or they or his 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, Trust Agreement, or any amendment thereof, 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 any of 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 interest hereof being to vest in said Amalgamated Trust & Savings Bank, the entire legal and equitable title, free simple, in and in 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 the same 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 provisions of the Statute in that behalf made and provided.

And the said grantor hereby expressly waives S... and releases S... any and all right or benefit under and by virtue of any and all its uses of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid by S... hereto set her seal this 14th day of July 1971

[SEAL] Lola Donofrio [SEAL]
LOLA DONOFRIO [SEAL]

STATE OF Illinois) I, _____ a Notary Public in and for said
County of Cook) do hereby certify that Lola Donofrio,
a spinster,

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 14th day of July A.D., 1971

My commission expires _____

Mail to: AMALGAMATED TRUST & SAVINGS BANK
111 South Dearborn Street
Chicago, Illinois 60690
Attention: TRUST DEPARTMENT BOX 385

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NOTATION
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And the said grantor hereby expressly waives, releases and conveys 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 has hereunto set her hand and seal this 14th day of July 1971

[SEAL] *Lola Donofrio* [SEAL]

[SEAL] _____ [SEAL]

STATE OF Illinois } I, *Judith E. Bailey*, a Notary Public in and for said
 County of Cook } as County, in the State aforesaid, do hereby certify that *Lola Donofrio*
 a spinster

personally known to me whose name is subscribed to the foregoing instrument appeared before me this _____ day of _____, 1971, 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 said instrument.

GIVEN under my hand and seal this 16 day of August A.D., 1971

Judith E. Bailey Notary Public

My commission expires _____

Document Number 21 759 012

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

Box 385

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DESCRIPTION OF LAND AND INTERESTS IN LAND CONVEYED BY SAID DEED:

PARCEL 1:

THAT PART OF LOT 6 IN OWNER'S DIVISION OF BUFFALO CREEK FARM BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9, AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF DUNDEE ROAD, EAST OF THE EASTERLY LINE OF MC HENRY ROAD, EAST OF THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, WEST OF THE WEST LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD AND SOUTH OF THE CENTER LINE OF THE CREEK ALSO KNOWN AS LOT 1 IN DOMINICK DIAMANTO, JR. RESUBDIVISION CREATED BY PLAT OF RESUBDIVISION OF THE AFORESAID PART OF LOT 6, DATED 4/20/70 AND RECORDED 8/17/70 AS DOCUMENT 21238930, IN COOK COUNTY, ILLINOIS; ALSO,

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR WATER RETENTION BASIN AND TO FURTHER EXCAVATE ENLARGE AND DEAL WITH SAID BASIN AND FOR INGRESS AND EGRESS FOR ACCESS TO SAID BASIN OVER THAT PART OF LOT 6 IN OWNER'S DIVISION OF BUFFALO CREEK FARM BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9, AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF DUNDEE ROAD, EAST OF THE EASTERLY LINE OF MC HENRY ROAD, EAST OF THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, WEST OF THE WEST LINE OF THE MINNEAPOLIS, ST. PAUL, AND SAULT STE. MARIE RAILROAD AND NORTH OF THE CENTER LINE OF THE CREEK IN COOK COUNTY, ILLINOIS AS CREATED BY EASEMENT AGREEMENT RECORDED DECEMBER 11, 1969 AS DOCUMENT 21035259, BETWEEN EXCHANGE NATIONAL BANK OF CHICAGO, TRUSTEE AND LA SALLE NATIONAL BANK, TRUSTEE; ALSO,

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THAT PART OF LOT 6 IN OWNER'S DIVISION OF BUFFALO CREEK FARM BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9, AND 10 IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF MC HENRY ROAD WITH THE WEST LINE OF COMMONWEALTH EDISON COMPANY RIGHT OF WAY, THENCE NORTHWESTERLY ALONG THE SAID EASTERLY LINE OF MC HENRY ROAD A DISTANCE OF 66 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE SOUTH EAST QUARTER OF SAID SECTION 3 TO THE WEST LINE OF COMMONWEALTH EDISON COMPANY RIGHT OF WAY, THENCE SOUTH ON SAID COMMONWEALTH EDISON COMPANY RIGHT OF WAY LINE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, AS CREATED BY EASEMENT AGREEMENT RECORDED DECEMBER 11, 1969 AS DOCUMENT 21035260 BETWEEN DOMINICK'S FOODS INC., AND AMALGAMATED TRUST AND SAVINGS BANK, TRUSTEE; ALSO,

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER A STRIP OF LAND 53.2 FEET IN WIDTH IN THE SOUTH EAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH EASTERN LINE OF MC HENRY ROAD AND THE WEST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY AS DESCRIBED IN TRUSTEE'S DEED DATED JUNE 1, 1954 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, ON MAY 2, 1955 AS DOCUMENT 16221333, 517.75 FEET NORTH OF THE SOUTH LINE OF THE SOUTH EAST QUARTER OF SECTION 3 (AS MEASURED ALONG THE WEST LINE OF COMMONWEALTH EDISON COMPANY RIGHT OF WAY) THENCE CONTINUING NORTH ALONG THE WEST LINE OF EDISON'S RIGHT OF WAY 53.2 FEET TO A POINT, THENCE EAST PERPENDICULAR TO THE WEST LINE OF SAID RIGHT OF WAY 210 FEET TO THE EAST LINE OF SAID EDISON'S RIGHT OF WAY AS DESCRIBED IN THE AFORESAID TRUSTEE'S DEED, THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY 53.2 FEET TO A POINT THENCE WEST 210 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AS CREATED BY GRANT FROM COMMONWEALTH EDISON COMPANY TO DOMINICK'S FINER FOODS, INC., RECORDED JANUARY 12, 1970 AS DOCUMENT NO. 21055034 IN COOK COUNTY, ILLINOIS; ALSO,

PARCEL 5:

THE RIGHT TO DESIGNATE THE LOCATION OF THE STRIP OF LAND OVER PARCEL 1 TO BE USED FOR INGRESS AND EGRESS TO PARCEL 2 REFERRED TO IN THE EASEMENT AGREEMENT RECORDED 12/11/69 AS DOCUMENT 21035258 (TO WHICH THIS CONVEYANCE IS SUBJECT) AND WHICH THE GRANTOR HEREIN HEREBY ASSIGNS TO THE GRANTEE HEREIN.

EXHIBIT A

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

William R. Allen
RECORDER OF DEEDS

Dec 27 '71 2 17 PH

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1971 GENERAL ELECTION

END OF RECORDED DOCUMENT