

# UNOFFICIAL COPY

## DEED IN TRUST

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The above space for recorder's use only

1097-14 6091040RPA AXALC

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **Lola Donofrio**, A single woman  
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—  
Quit-claim  
and ~~WARRANTY~~ unto **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation as Trustee under  
the provisions of a certain Trust Agreement, dated the **15**  
day of **February** 19 **72**, and known as Trust Number **2272**, the following  
described real estate in the County of **Cook** and State of **Illinois**, to wit:  
Street address: **16901 South Western Avenue**  
Legal description: **Refer Exhibit "A" attached hereto**

500

STATE OF ILLINOIS  
REAL ESTATE DEPARTMENT  
RECORDS SECTION  
FEBRUARY 21 1972  
21.50

TO HAVE AND TO HOLD the said real estate with the appurtenances, together therewith, 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, lease, convey, and subdivide said real estate or any part thereof, to dedicate parks, streets, highways, and to make any subdivision or part thereof, and to reconstitute 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 future, and upon any terms and for any periods 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 periods 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 waive 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 as herein 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 conveyance made by 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 obligated to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obligated to see that a term of this trust have been complied with, or be obliged to identify into the authority, necessity or expediency of any act of said Trustee, or be obliged to identify 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 State) 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, 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 the, 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 done by it or its or their agents or officers 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 nature, estate 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 as interest in earnings, profits and proceeds thereof as aforesaid, the interest thereof 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 real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in a certificate of title or duplicate thereof, nor to issue the words "in trust," or upon condition, or "with limitations," or words of similar import, in so far as such words the statute 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, has hereunto set her hand and seal this **15** day of **February** 19 **72**  
[SEAL] *Lola Donofrio* [SEAL]  
[SEAL] [SEAL]

STATE OF **Illinois** ) I, **Judith E. Barley**, Notary Public in and for said  
County of **Cook** ) County, in the State aforesaid, do hereby certify that **Lola Donofrio**

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 **Lola Donofrio** signed, sealed and delivered the said instrument as her act and deed, and 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 **February** day of **February**, A.D. 19 **72**  
Notary Public

My commission expires \_\_\_\_\_  
Mail to: **AMALGAMATED TRUST & SAVINGS BANK**,  
**111 South Dearborn Street**  
**Chicago, Illinois 60690**  
Attention: **TRUST DEPARTMENT**

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This space for affixing Rider and Revenue Stamps

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