

UNOFFICIAL COPY

DEED IN TRUST

21 823 885

The above space for recorder's use only

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 quit claims and quit claims unto **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the **8th** day of **February**, 1972, and known as Trust Number **2275**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit: Street address: **416 Briar, 3140-3150 Sheridan Road, Chicago, Illinois**

Legal description:
Lot 6 and South 4-1/2 feet of Lot 5 in Block 1 in Kimball Young's Subdivision of the North 10 acres of the East half of the North West quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 9, 10, 11 and 12 in Block 2 in Owners Division of Brauckman and Gehrke's Subdivision in the East half of the North West quarter and the North East fractional quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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 parts, streets, highways or ways and to create any subdivision or part thereof, and to resubdivide said real estate as often as desired, to grant options to purchase, to sell on, to lease, 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 successors 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 lease upon application 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 real estate and to contract to lease or to contract to purchase the amount of present or future rents, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to sell on payments 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.

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, trust or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed or said Trust Agreement or any amendment thereto, or be obliged 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 any 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 sold 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 said Trust Agreement or any amendment thereto, 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 it 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 or their name, as trustee or agents in 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 Agreement and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons who negotiate with or who deal with the Trustee shall be charged with notice of this condition from the date of the filing for record of this deed.

The interests 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, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest to hereby declared to be separate 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, profits and proceeds thereof as aforesaid, the balance thereof 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 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 title 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 22nd day of February, 1972.

[SEAL] *Lola Donofrio* [SEAL]
[SEAL] [SEAL]

STATE OF **Illinois**)
County of **Cook**) ss. **LOLA DONOFRIO, a spinster** a Notary Public in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the ~~grantor~~ 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 seal this 22nd day of February, A.D., 1972.

My commission expires **3/31/1973** Notary Public

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

Grantee's Address:
111 S. Dearborn St.
Chicago, Illinois
RECORDERS' BOX 759

This space for affixing Riders and Reciprocal Statutes

Document Number
21 823 885

Form T-2

UNOFFICIAL COPY

Ally A. Allen

RECORDED BY
DATE FOR INDEXING

MAR--2-72 402692 • 21823885 • A -- Rec 7.00

Property of Cook County Clerk's Office

7.00

21823885

END OF RECORDED DOCUMENT

REVERSE SIDE