

UNOFFICIAL COPY

DEED IN TRUST

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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, Conveys and ~~WARRANT~~ ^{QUIT-CLAIMS} unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of November 1971, and known as Trust Number 2259, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: S. W. Corner 168th Street & Head Avenue, Hazel Crest, Illinois

Legal description: Lot 28 in Block 12 in Hazel Crest Park, a subdivision in Section 30, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
MAY 5 1972
REVENUE

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 alleys and to make any substitution of part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey or otherwise with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant in such successors or successors in trust all of the title, estate powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, lease 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 or otherwise in fee simple or in fee simple subject to a term, or for any period or periods of time, not extending in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms, to grant any term, to purchase any part of the real estate, to purchase, to lease or otherwise acquire the whole or any part of the real estate and to contract respecting the purchase of any part of the real estate, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to act as executor or trustee of any estate, to release, convey or assign any right, title or interest in or about or connected with said real estate or any part thereof, and to do all things which he or she may deem proper or expedient in all other ways and for such other considerations as it would be lawful for any person owning the same in fee simple to do or to do in respect to or in respect to 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 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 thereto; if any, and binding upon all beneficiaries thereof; (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust 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 have been properly appointed and duly qualified 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 condition that neither Amalgamated Trust & Savings Bank, its 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 any of them 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. All persons, obligors or individuals indebted or entitled into by the Trustee in connection with said real estate may be referred into by it in the name of the then Trustee, 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 or as express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness incurred only in or for the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and organizations, officers and whatever 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 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 give to 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 the statute in each case made and provided.

And the said grantor hereby expressly waives, and releases, 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 her hereunto set her hand and seal, this 10 day of April, 1972

Lola Donofrio
[SEAL]

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

personally appeared to me the same person, whose name she subscribed to the foregoing instrument, appeared before me this 10 day of April, 1972, 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 1 day of May, A.D., 1972

Judith E. Bailey
Notary Public
My commission expires November 13 1973

Amalgamated Bank
BOX 200
CHICAGO, ILL. 60690
Attention: TRUST DEPARTMENT

MAIL TO

This space for attaching Return and Revenue Stamp

500 MAIL

Document Number

21891583

FORM 04-234 2-72

END OF RECORDED DOCUMENT