

UNOFFICIAL COPY

DEED IN TRUST

21 996 205 1972 JUL 31

JUL 31 1972 2 53 *Shelby A. Allen*

RECORDER OF DEEDS
COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUL 31 72 The above space for recorder's use only
178445 21996205 A RGT 5.00

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 ~~Warrant~~ quit-claims unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the first day of November 19 71, and known as Trust Number 2259, the following described real estate in the County of Cook and State of Illinois, to wit:

Street address:
Legal description:

Lot 3 & 4 in Re-subdivision of Block 15, in Orchard Ridge Addition to South Harvey, a subdivision of the south 1/2 of the Northwest 1/4 of Section 30, Township 36 North, Range 14, also the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 25, Township 36 North, Range 13, also the East 16 feet of the Northeast 1/4 of Northeast 1/4 of Section 25, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

5.00

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 parks, streets, roads, alleys and to vacate any subdivision 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 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 the 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 such 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 respecting the manner of fixing 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 grant easements 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 acting in 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 if 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 liable 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 the 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 in trust was 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 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 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 persons or property happening in or about said real estate, any and all such liability being hereby expressly saved 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, on the terms of such 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 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, by title or interest, legal or equitable, in or to said real estate as such, but only its interest in the earnings and proceeds thereof as aforesaid, the intention being to vest in said Amalgamated Trust & Savings Bank, the entire legal and equitable title to the same, 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 not to issue a 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 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 or execution or otherwise.

In Witness Whereof, the grantor, Lola Donofrio, a spinster, hereunto set her hand and seal this 19th day of July, 19 72.

Lola Donofrio [SEAL]

STATE OF ILLINOIS County of COOK, I, Frances Goncarczyk, a Notary Public in and for said County, in the State aforesaid, do hereby certify that:

Lola Donofrio, a Spinster personally known to me to be the same person whose name is she subscribed to the foregoing instrument, appeared before me as a single person and acknowledged that she signed, sealed and delivered the foregoing instrument to her self free and voluntary act, for the uses and purposes therein set forth, including the release of her homestead.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of July, A.D. 19 72.

Frances Goncarczyk Notary Public
My Commission Expires Oct. 9, 1973

Amalgamated Bank
606 SOX 600
CHICAGO, ILL. 60690
Attention: TRUST DEPARTMENT

This space for affixing Return and Revenue Stamps

NO TAXABLE CONSIDERATION

Document Number
21996205

FORM 04-234 2-72

END OF RECORDED DOCUMENT