

UNOFFICIAL COPY

DEED IN TRUST

480140

COOK COUNTY, ILLINOIS
FILED FOR RECORD

22 604 586

Richard A. Ober
RECORDER OF DEEDS

The above space for recorder's use only

22-604586

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 S
and Warrant S unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under
the provisions of a certain Trust Agreement, dated the 11th

day of January 19 74, and known as Trust Number 2585, the following
described real estate in the County of Cook and State of Ill., to wit:
Street address: 2400 Lakeview, Chicago, Illinois

Legal description:

For legal description, see Exhibit "A" attached hereto,
and by this reference made a part hereof.

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TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the heirs, 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, highways or alleys and to make any subdivision or 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, in whole, 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 futuro and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 100 years, and to make or extend leases upon any terms and for any period or periods of time and to extend, amend 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 to purchase the whole or any part of the reversion and to contract respecting the manner of doing the same, to release, convey or otherwise dispose of or partition or to otherwise said real estate, or any part thereof, for other real or personal property, to make assignments or charges of any kind, to release, convey or assign any right, title or interest in or about or adjacent to said real estate or any part thereof, 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 do, 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 execution 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 the 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, 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 it, 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 in or by them or by 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, 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 such contract, obligation or indebtedness under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the direction of the Trustee, in its own name, as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever to provide to any such contract, obligation or indebtedness any part of 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 and not to be a lien or charge upon said real estate or any part thereof, 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 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 the statute in such case made and provided.

And the said grantor hereby expressly waives, releases and discharges, 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, LOLA DONOFRIO hereunto set her hand and seal, this 11th day of January 19 74

(SEAL) Lola Donofrio (SEAL)
Lola Donofrio (SEAL)

STATE OF ILLINOIS)
County of COOK) s. MARIE D. MICETIC, a Notary Public in and for said 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 she is the person who executed, signed, sealed and delivered the said instrument as her 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 11th day of January, A.D., 19 74
Marie D. Micetic Notary Public
My commission expires 11-9-74

Mail to: **Amalgamated Bank**
100 S. STATE ST.
CHICAGO, ILL. 60603
Attention: TRUST DEPARTMENT

BOX 533

THIS DOCUMENT PREPARED BY
Joel L. Miller of Levy and Erens
FORM CO-154 8-77

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JAN 24 62-86-574E

This space for affixing Return and Revenue Stamps

NO TAXABLE CONSIDERATION

22 604 586

Document Number

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EXHIBIT A

Unit No. 2603 as delineated upon Survey of the following described parcels of real property ("Parcel"):

PARCEL 1:

Lots 1 and 3 in the Subdivision of Lots 1 and 2 in Andrew E. Leicht's Subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition to Chicago, a Subdivision in the South East Corner of the South West Quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian.

PARCEL 2:

That part of the 14 foot private alley north and west of and adjoining said Lot 3 of aforesaid Parcel 1, lying east of the west line of the east 6 feet of Lot 8 in said Baird's Lincoln Park Addition to Chicago and east of the west line of the east 6 feet of said Lot 8 extended north, west of the east line of said Lot 3 extended north and south of the center line of said alley (except so much of said alley as may accrue to Lots 1 and 2 in Lotholz' Subdivision of Lots 6 and 7 in said Baird's Lincoln Park Addition to Chicago aforesaid).

PARCEL 3:

(a) That part of the east 6 feet of Lot 8 of aforesaid Baird's Lincoln Park Addition to Chicago lying west of and adjoining aforesaid Lot 1 in the subdivision of Lots 1 and 2 in Andrew E. Leicht's Subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition to Chicago.

(b) That part of the east 6 feet of Lot 6 of aforesaid Baird's Lincoln Park Addition to Chicago lying west of and adjoining aforesaid Lot 3 in the subdivision of Lots 1 and 2 in Andrew E. Leicht's Subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition to Chicago.

PARCEL 4:

Easement for the benefit of Parcel 1 as created by grant recorded August 15, 1891 as document 1520807 for passageway over the east 12 feet of Lot 8 (except the east 6 feet of Lot 8 lying west of and adjoining said Lots 1 and 3 in Baird's Lincoln Park Addition to Chicago a subdivision in the south west quarter of section 28, Township 40 North, Range 14, East of the Third Principal Meridian.

PARCEL 5:

Lot 2 in subdivision of Lots 1 and 2 in Andrew E. Leicht's subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition to Chicago, a subdivision in the south west quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian.

PARCEL 6:

That part of the east 6 feet of Lot 8 in Baird's Lincoln Park Addition to Chicago in the south west quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, being a strip of land 6 feet in width by a depth of 50 feet which lies immediately adjoining and contiguous to said Parcel 5 aforesaid on west line.

PARCEL 7:

Easement for the benefit of Parcel 5 as created by grant recorded August 15, 1891 as Document 1520807 for passageway over the east 12 feet of Lot 8 (except the east 6 feet of Lot 8 lying west and adjoining said parcel 5) in Baird's Lincoln Park Addition to Chicago, a subdivision in the south west quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian.

ALL IN COOK COUNTY, ILLINOIS

Which Survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by the American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October 1, 1973 and known as Trust No. 32452 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as document 22583611, together with an undivided .703 interest in said Parcel (excepting from said Parcel the property and space comprising all of the units thereof as defined and set forth in said Declaration and Survey), said Parcel being commonly known as 2400 Lakeview, Chicago, Illinois.

END OF RECORDED DOCUMENT

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