

UNOFFICIAL COPY

DEED IN TRUST

22 612 969

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **Lola Donofrio** of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and 00/100** Dollars (\$ **10.00**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey **S** and Warrants unto **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the **17th** day of **December**, **19 73**, and known as Trust Number **2557**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit: Street address: **2525 Crescent Drive, Broadview, Illinois** Legal description: **See Exhibit A-1 attached hereto and made a part hereof.**

800

NO TAXABLE CONSIDERATION

TO HAVE AND TO HOLD the said real estate with the appurtenances, to the said Trustee, 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 convey a subdivision of part thereof, and to rehabilitate said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey (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 a trust of all 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 tenancy the term of 99 years, and to renew or extend leases up to any term 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 lease or 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 assign any right, title or interest in or about or appertaining 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 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 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 that the terms of this trust have been complied with, or be obliged to bring into the authority, necessity or expedient of any act of said Trustee, or be obliged, in pursuance of this deed, 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) claiming under and such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Indenture and the 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 thereof, (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 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 fully tested 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 done by it or its or their assets 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 thereof, 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 by 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 a trust or 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 or as 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 who owe money and who 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, profits 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 vote 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 interest hereof being to vest in said Amalgamated Trust & Savings Bank, the entire legal and equitable title to be 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 memoranda, 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 waives, and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemptions of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid **LS**, hereunto set her hand and seal this **8th** day of **January**, **19 74**

[SEAL] *Lola Donofrio* [SEAL]

STATE OF **ILLINOIS**) **JO ANN MELTZER**
 County of **Cook**) County, in the State aforesaid, do hereby certify that **Lola Donofrio, a**
spouse

personally known to me to be the same person, whose name is **she** 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 and deed, and that the contents therein set forth, including the release and waiver of the right of homestead, GIVEN under my hand and seal this **8th** day of **January**, **19 74**

[Notary Seal: JO ANN MELTZER, Notary Public, State of Illinois, Commission Expires 6-10-76]

My commission expires **My Commission Expires October 6, 1976**

Address of Trustee
Amalgamated Bank
 100 S. STATE ST.
 CHICAGO, ILL. 60603
 Attention: TRUST DEPARTMENT

This document was prepared by Michael E. Phenner, one First National Plaza, Chicago, Illinois 60670.

Document Number
 22 612 969

EXHIBIT A-1

PARCEL 4:

THAT PART OF THE NORTH WEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE 17 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF SAID NORTH WEST QUARTER OF SECTION 22; LYING NORTH OF THE WEST HALF OF 16TH STREET, AS PER PLAT OF DEDICATION RECORDED AUGUST 31, 1961, DOCUMENT 18263707; LYING EAST AND NORTH EASTERLY OF THE EAST AND NORTH EASTERLY LINE OF CRESCENT DRIVE, AS PER PLAT OF DEDICATION RECORDED AUGUST 31, 1961, AS DOCUMENT 18263707, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; LYING SOUTH EASTERLY OF A LINE SAID LINE IS DRAWN PERPENDICULAR TO THE NORTH EASTERLY LINE OF AFOREMENTIONED CRESCENT DRIVE, FROM A POINT IN THE NORTH EASTERLY LINE OF SAID CRESCENT DRIVE, SAID POINT BEING 930.29 FEET SOUTH EASTERLY OF THE EAST LINE OF 25TH AVENUE AS PER PLAT OF DEDICATION RECORDED FEBRUARY 11, 1930, AS DOCUMENT 10591812 (MEASURED ALONG THE NORTH EASTERLY LINE OF SAID CRESCENT DRIVE) IN COOK COUNTY, ILLINOIS.

22-612-0939

Office

SAFETY FILE

AFFIDAVIT FOR PURPOSE OF PLAT ACT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

MICHAEL E. PHENNER, being first duly sworn on oath deposes and says that:

1. His office is located at One First National Plaza, Suite 5200, Chicago, Illinois 60670.

2. He is an attorney for the grantor in a deed dated the 8th day of January, 1974, conveying the premises legally described on Exhibit A attached hereto.

3. The instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation to Plats" approved March 31, 1874, as amended, Ch. 109, Ill. Rev. Stats., for the reason that:

The instrument aforesaid is a conveyance of an existing parcel or tract of land, the same having been acquired by the grantor in the above mentioned deed by a deed to grantor dated January 7, 1974 from Chicago Title and Trust Company under Trust No. 33634.

Further affiant sayeth not.

Michael E. Phenner

Michael E. Phenner

Subscribed and sworn to

before me this 8th day

of January, 1974.



Harry P. Holcinski

Notary Public

22 612 969

Property Clerk's Office

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EXHIBIT A

PARCEL 4:

THAT PART OF THE NORTH WEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE 17 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF SAID NORTH WEST QUARTER OF SECTION 22; LYING NORTH OF THE NORTH LINE OF 16TH STREET, AS PER PLAT OF DEDICATION RECORDED AUGUST 31, 1961, DOCUMENT 18263707; LYING EAST AND NORTH EASTERLY OF THE EAST AND NORTH EASTERLY LINE OF CRESCENT DRIVE, AS PER PLAT OF DEDICATION RECORDED AUGUST 31, 1961, AS DOCUMENT 18263707, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD, LYING SOUTH EASTERLY OF A LINE SAIDLINE IS DRAWN PERPENDICULAR TO THE NORTH EASTERLY LINE OF AFOREMENTIONED CRESCENT DRIVE, FROM A POINT IN THE NORTH EASTERLY LINE OF SAID CRESCENT DRIVE, SAID POINT BEING 930.25 FEET SOUTH EASTERLY OF THE EAST LINE OF 25TH AVENUE AS PER PLAT OF DEDICATION RECORDED FEBRUARY 11, 1930, AS DOCUMENT 10591812 (MEASURED ALONG THE NORTH EASTERLY LINE OF SAID CRESCENT DRIVE) IN COOK COUNTY, ILLINOIS.

22/612-969

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SS 215 222

Property of Cook County Clerk's Office

Form 104 R 7/72
ACTN: J. WERLE
CITY: CHICAGO, ILLINOIS 60602
Address: 111 WEST WASHINGTON
Name: CHICAGO TITLE AND TRUST COMPANY

SS 215 222

RECORDED FOR DEED
J. W. W. W.
#22612969

COOK COUNTY, ILLINOIS
FILED FOR RECORD
JUN 30 74 3 18 PM

END OF RECORDED DOCUMENT