

# UNOFFICIAL COPY

## DEED IN TRUST

22 657 825

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, ConveyS  
 and Warrant S 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 2558, the following  
 described real estate in the County of Cook and State of Illinois, to wit:  
 Street address: 2500 South 27th Avenue, Broadview, Illinois  
 Legal description: See Exhibit A-4 attached hereto and made a part hereof.

800

Mailed to:  
 Name: CHICAGO TITLE AND TRUST COMPANY  
 Address: 111 WEST WASHINGTON  
 City: CHICAGO, ILLINOIS 60602  
 ATTN: J. WERLE 5352  
 Form 104-R 5/72 533

Address of grantee:  
100 S State  
Chicago, Ill

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, highways or other public uses 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, to lease, to convey either with or without consideration, to recover said real estate or any part thereof to a successor or successors in trust and to grant to any such successor or successors to trust all of the title, estate, powers and authorities vested by said Trustee, in demise, in mortgage, pledge or otherwise encumbering 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 possession, to follow and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon the same 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 thereafter, 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 premises and to contract to enter into the manner of fixing the amount of present or future rentals, to partition or to subdivide 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 owning the same at the time 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 part thereof to any purpose, or to see that any money borrowed or advanced on said real estate or any part thereof, or to see that any money so borrowed or advanced is applied to any purpose, or to be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or to be obliged or authorized 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 to trust, in relation to said real estate shall be conclusively evidence in favor of every person (including the Register of Titles of said State) 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 trust, condition 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, 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 are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, 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 done by it or its agents or attorneys may do or omit to do in or about the sale or lease or other disposition of said real estate or under the provisions of this deed of said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly waived and released, its 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 Trust, the beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably authorized for such purposes by 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, and 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 who are liable to and who are liable to 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 premises, and shall proceed apace from the sale or any other disposition of said real estate, and such interest is hereby declared to be subject to such tax, 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, dividends and other proceeds therefrom, the intention 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 Register 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 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 she hereunto set her hand and seal this 8th day of January, 19 74.

Lola Donofrio [SEAL] [SEAL]

STATE OF ILLINOIS )  
 ) s. Michael E. Phenner Notary Public in and for said  
 County of COOK ) County, in the State aforesaid, do hereby certify that Lola Donofrio,  
a newly married person

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 to me 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, Michael E. Phenner Notary Public, this 8th day of January, A.D. 1974.

My commission expires Oct. 5, 1975

Amalgamated Trust & Savings Bank  
 100 S. STATE ST.  
 CHICAGO, ILL. 60603  
 Attention: Realty Department  
 BOX 533

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

This space for affixing Riders and Revenue Stamps

NO TAX ON THIS DOCUMENT  
 Document Number  
 22 657 825

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## EXHIBIT A

### PARCEL A:

THE NORTH 150 FEET OF THE SOUTH 780 FEET OF THE WEST 300 FEET OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE EAST RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY IN COOK COUNTY, ILLINOIS

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EXHIBIT A-4

PARCEL A:

THE NORTH 150 FEET OF THE SOUTH 780 FEET OF THE WEST 300 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE EAST RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY IN COOK COUNTY, ILLINOIS

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COOK COUNTY, ILLINOIS  
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*John R. Allen*  
RECORDING CLERK

\*22657825

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