

UNOFFICIAL COPY

DEED IN TRUST

COOK COUNTY, ILLINOIS

22 766 639

Shirley R. Phener
RECORDED FOR DEED

FILED FOR RECORD
JUN 28 74 10:59 AM

The above space for recording 22766639

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, Conveyed
and Warranted 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: **2350 South 27th, Broadview, Illinois**
Legal description: **See Exhibit 1 attached hereto and made a part hereof**

Property of

800

NET TAXABLE CONSIDERATION

TO HAVE AND TO HOLD the above 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, lease, mortgage, or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, as often as desired, to contract to sell, to grant options to purchase, to sell on any term, 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, to 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, to lease to commence in the future, and upon any terms and for any period or periods of time, not exceeding ten (10) years, to purchase the whole or any part thereof, to grant or to contract to grant to any person or persons, to grant leases and to grant options to lease and to renew, change or modify leases and the terms and provisions thereof, to sell, to convey, to lease, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, to partition or to exchange said real estate, or any part thereof, or 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 concerning, 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 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, be bound, or be subjected to any claim, demand or decree for anything if or they or its or their agents or attorneys may be or shall be or do or shall do in or about said real estate or under the provisions of said Trust Agreement or any amendment thereof, or for failure to perform or properly performing in or about said real estate, any and all such liability, whether or not expressly waived 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 the Trustee in its own name, as Trustee of 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 said Trust Agreement, and not individually, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness entered into or for in the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge of the same. All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

This conveyance is made upon the express understanding and conditions that neither said Amalgamated Trust & Savings Bank individually or as Trustee, nor its successors or assigns, shall be liable for or be subjected to any claim, demand or decree for anything if or they or its or their agents or attorneys may be or shall be or do or shall do in or about said real estate or under the provisions of said Trust Agreement or any amendment thereof, or for failure to perform or properly performing in or about said real estate, any and all such liability, whether or not expressly waived 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 the Trustee in its own name, as Trustee of 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 said Trust Agreement, and not individually, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness entered into or for in the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge of the same. All persons and corporations whatsoever 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, 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 title 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 rest in said Amalgamated Trust & Savings Bank, the entire trust estate to be held 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 to register the same in the certificate of title or duplicate thereof, or in the words "in trust," or upon condition, or with limitations," or words of like effect, in accordance with the statute in such case made and provided.

And the said grantor hereby waives, releases and relieves S... 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 has hereunto set her hand and seal this 8th day of January 1974.

Lola Donofrio

STATE OF Illinois, County of Cook, Pamela J. Guenther, 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 appeared before me this day in person and acknowledged that she delivered the said instrument as her free and voluntary act, for the uses and purposes therein expressed and waiver of the right of homestead, GIVEN under my hand and seal this 8th day of January 1974.

Pamela J. Guenther

Mail to: Amalgamated
Grantor's Address: 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

22 766 639



This space for affixing Riders and Revenue Stamps

UNOFFICIAL COPY

EXHIBIT 1

That part of the East Half of the Northeast Quarter of Section 21, Township 39 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at a point 352.0 feet East of the East Right-of-Way line of the Indiana Harbor Belt Railroad and 954.81 feet North of the South line of the East Half of the Northeast Quarter of said section 21; Thence Northwesterly along a curved line convex Northeasterly having a radius of 260.44 feet an arc distance of 97.44 feet to a point for a point beginning of the property intended to be described; Thence continuing along said curved line an arc distance of 47.16 feet to a point which is 251.29 feet East of the East Right-of-Way line of the Indiana Harbor Belt Railroad; Thence Southerly to a point on the Northerly Right-of-Way line of 27th Avenue as per plat of said 27th Avenue recorded as Document Number 20644727, said point being 245.61 feet East of the East line of the Indiana Harbor Belt Railroad; Thence Northwesterly along the Northerly line of said 27th Avenue an arc distance of 52.77 feet; Thence North to the point of beginning, in Cook County, Illinois.

22 766 639

Property Clerk's Office

UNOFFICIAL COPY

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.

22 766 639

Further affiant sayeth not.

Michael Phenner
Michael E. Phenner

Subscribed and sworn to
before me this 27th day
of June, 1974.



UNOFFICIAL COPY

EXHIBIT A

That part of the East Half of the Northeast Quarter of Section 21, Township 39 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at a point 352.0 feet East of the East Right-of-Way line of the Indiana Harbor Belt Railroad and 954.81 feet North of the South line of the East Half of the Northeast Quarter of said section 21; Thence Northwesterly along a curved line convexed Northeasterly having a radius of 260.44 feet an arc distance of 97.44 feet to a point for a point beginning of the property intended to be described; Thence continuing along said curved line an arc distance of 47.16 feet to a point which is 251.29 feet East of the East Right-of-Way line of the Indiana Harbor Belt Railroad; Thence Southerly to a point on the Northerly Right-of-Way line of 27th Avenue or per plat of said 27th Avenue recorded as Document Number 20644727, said point being 245.61 feet East of the East line of the Indiana Harbor Belt Railroad; Thence Northwesterly along the Northerly line of said 27th Avenue an arc distance of 52.77 feet; Thence North to the point of beginning, in Cook County, Illinois.

22 766 639

END OF RECORDED DOCUMENT