

UNOFFICIAL COPY

DEED IN TRUST

UNIT 1

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62456 (1)

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **HERBERT J. FINK** MARRIED TO **CAROL FINK**, 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—
an warrant unto **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the **First** day of **October** 1974, and known as Trust Number **2748**, the following described real estate in the County of **COOK** and State of **ILLINOIS**, to wit:
Street address: **Unit 31B, 6033 N. Sheridan Road, Chicago.**
Legal description:

SEE RIDER ATTACHED

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 alleys and to execute any subdivision or part thereof, and to redivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms, to contract 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 by 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 present or in 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 from time to time, and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract respecting the manner of using 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 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 to do in and to 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 covered, 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 deed or said Trust Agreement or any amended or thereto, or be bound to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to require 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 or other instrument. (a) that at the time of the delivery thereof this deed 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 compliance with the laws, 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, trust deed, mortgage or other instrument and (d) of the conveyance in made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are duly 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 in any claim, judgment or decree for anything in or by 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 amended or 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 entered into by it in the name of the then beneficiary. The 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 in trust (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except one entered 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 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 several 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 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 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, Herbert J. Fink hereto set his hand and seal S this 1st day of October 1974.
[SEAL] [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS, I, Earl T. Medansky, a Notary Public in and for said County of COOK, in the State aforesaid, do hereby certify that Herbert J. Fink married to Carol Fink

is the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Witness my hand and seal this 1st day of October A.D. 1974.
Earl T. Medansky Notary Public

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

This document was prepared by Earl T. Medansky, 32 W. Randolph St., Chicago, Illinois

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
RENTAL
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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
1800
Document Number 22 375 628

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LEGAL DESCRIPTION RIDER

UNIT NO. 31-B as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Development Parcel"): Lots 1, 2, 3, 4, and 5 (except the West 14 feet of said Lots) in Block 16; also all that land lying East of and adjoining said Lots 1, 2, 3, 4, and 5 and lying Westerly of the West boundary line of Lincoln Park as shown on the plat by the Commissioners of Lincoln Park as filed for record in Recorder's Office of Deeds of Cook County, Illinois, on July 16, 1931 as Document No. 70938995, all in Cochran's Second Addition to Edgewater, being a subdivision in the East fractional half of Section 5, Township 40 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by Central National Bank in Chicago as Trustee under Trust No. 15485, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 21426211; together with an undivided 2462% interest in said Development Parcel (excepting from said Development Parcel all the property and space comprising all the Units defined and set forth in said Declaration and survey).

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, subject to the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This Condominium Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

This Condominium Deed is also subject to 1974 real estate taxes and thereafter; balance of mortgage indebtedness in favor of Home Federal Savings and Loan Association of Chicago recorded June 24, 1971 as Document 21 523 422; building lines, building restrictions and easements of record; rights of the United States of America, State of Illinois, City of Chicago and Chicago Park District in and to natural accretions of land which may be covered by the waters of Lake Michigan.

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Sidney R. Olsen

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END OF RECORDED DOCUMENT