

# UNOFFICIAL COPY

## DEED IN TRUST

224-1  
-22 897 413

The above space for recorder's use only

Dated: 6/27/74, 1974

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SEC. 4 R. E. TRANSFER TAX ACT, and Sec. 6F of the Chicago Transfer Tax Ordinance

Buyer, Seller or Representative

NO TAXABLE CONSIDERATION

22 897 413

NOV 4 63-47-072 H

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 00/100 (\$10.00) Dollars ~~XXXXXXXXXXXX~~ in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 8th day of October 19 74, and known as Trust Number 2758, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: 811-13 West Lake Street, Chicago, Illinois. Legal description: Lot 3 in Block 36 in Carpenter's Addition to Chicago in the Southeast 1/4 of Section 8, Township 39 North; Range 14 East of the Third Principal Meridian in Cook County, Illinois

500

Grantee's Address: 100 South State Street, Chicago, Illinois 60603

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, alleys and to make any modification 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 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, pledge or otherwise encumber said real estate or any part thereof to finance said real estate, or any part thereof, from time to time, in possession or reversion, by lease to someone in present or in future and from year to year and for any period or periods of time, not exceeding the term of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, lease and options to purchase the whole or any part of the premises and to contract respecting the same or to grant options to lease and options to lease, partition or to exchange said real estate, or any part thereof, for other real or personal property to grant, to sell, to charge of any kind, to release, convey or 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 here 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 execution of any deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, or be obliged to see that the terms of this deed have been complied with, or be obliged to insure into the authority, honesty or expediency of any act of said Trustee or be obliged or perturbed to give 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 Beneficiary of Title of said county) relying upon or 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 by 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 thereunder, (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) that the conveyance made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and all duly accord 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 condition that neither Amalgamated Trust & Savings Bank individually or as Trustee, nor its successors or assigns in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they 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 amendment thereto or for injury to property resulting in or about said real estate and all such liability being hereby expressly waived and released. Any contract, judgment or indebtedness incurred or asserted into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement as its attorney in fact, hereby irrevocably appointed for such purposes, at the election of 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 except only so far as such property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; all persons and corporations whom it 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 in, or any right or claim to, said real estate, but only an interest in earnings, profits and proceeds as aforesaid, the intention herein being to vest in said Amalgamated Trust & Savings Bank, the entire real 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 restyled, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorials, the words "in trust" or some condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor S hereby expressly waives S and release 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 her

In Witness Whereof, the grantor, LOLA DONOFRIO hereunto set her hand and seal this 15th day of October 19 74

Lola Donofrio [initials] [initials] [initials]

STATE OF Illinois ) JOHANN MELIZER  
County of Cook ) 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 signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes set forth, including the release and waiver of the right of homestead.  
GIVEN under my hand and notarial seal this 15th day of October 19 74

My commission expires Oct 5, 1976 Notary Public

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

THIS DOCUMENT PREPARED BY EARL B. SLAVITT, 208 South LaSalle Street, Chicago, Ill. 60604

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
Nov 4 '74 1 50 PM

*William H. Olson*  
RECORDER OF DEEDS

\*22897413

Property of Cook County Clerk's Office

RECORDED DOCUMENT