

DEED IN TRUST

22 000 000

The above space for recorder's use only

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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 no/100** Dollars (\$ **20.00**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey unto **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the **1** day of **July** **1971**, and known as Trust Number **2230**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit: Street address: **500 South Racine Avenue, Chicago, Illinois** Legal description: **Attached hereto as Exhibit "A"**

Subject to conditions, covenants and agreements of record, including but not limited to documents recorded as documents 20806054 and 21702217.

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, maintain, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to create any addition or part thereof, and to repurchase said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey alone 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 lease, to demise, 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 the future, and upon all 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 leases upon all terms and for any period or periods of time, not exceeding the term of 99 years, and to modify leases and the terms and provisions thereof at any time or times hereafter, to contract to lease, to grant options to lease and options to renew, to modify leases and the terms and provisions thereof at any time or times hereafter, to contract to purchase, to purchase, to acquire, to lease and options to lease, to lease and options to purchase the whole or any part of the premises and to contract respecting the same, to bring the amount of present or future rentals, to raise and options to raise, to increase said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, cancel or in all other ways and for such other considerations as it would be lawful for any person owning the time to sell, to lease, to mortgage, 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, be bound to see to the application of any moneys received, to be paid, loaned or mortgaged by said Trustee, or any successor in trust, or to see that the terms of any such mortgage, deed, lease or other instrument executed by said Trustee, or any successor in trust, have been complied with, or be obliged to inquire into the authority, honesty or expediency of any act of said Trustee, or be obliged or required to incur 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, 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 set forth 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) 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 seized with all the title, estate, rights, powers, authorities, duties and obligations of his, her 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 by their contract, or for failure to perform 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 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 if the beneficiary of said trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only insofar 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, partners and whoever 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 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 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, releases and agrees to release 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 **Lola Donofrio** hereunto set her hand and seal this **5** day of **May** **1972**

[SEAL] *Lola Donofrio* [SEAL]

[SEAL] [SEAL]

**Illinois** **Judith E. Bailey**  
 STATE OF **Cook** }  
 County of **Cook** } ss. County, in the State aforesaid, do hereby certify that

**LOLA DONOFRIO, A Spinster**  
 personally known to me to be the same person whose name **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 **free and voluntary** purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this **5** day of **May**, A.D., 19 **72**  
**November 13, 1973**  
 My commission expires \_\_\_\_\_  
 Notarial Seal: **Judith E. Bailey**, Notary Public, **Cook County, Illinois**

**Amalgamated Bank**  
 BOX 800  
 CHICAGO, ILL. 60690  
 Attention: TRUST DEPARTMENT

Do Not Deliver  
 RETURN TO  
 Transfer Desk

This space for affixing Rulers and Revenue Stamps

Document Number  
 22 000 000

UNOFFICIAL COPY

*Shelby K. Allen*

RECORDER OF DEEDS  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1972 AUG 2 PM 2 46

AUG-2 -72- 479622 • 22000000 • A — Rec

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Property of Cook County Clerk's Office

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Do Not Deliver  
RETURN TO  
Transfer Desk

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IN DUPLICATE

2639357

(2)

COOK COUNTY ILLINOIS  
AUG 2 2 10 PM '72

2639357

PIONEER NATIONAL TITLE INSURANCE CO.  
68 WEST WASHINGTON ST.  
CHICAGO, ILLINOIS 60601  
R097253

DELIVER TO

EXHIBIT "A"

# UNOFFICIAL COPY

EXHIBIT "A"

Legal Description

A parcel of land in the East 1/2 of the Northwest 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Commencing at a point in the North line of West Harrison Street (66 feet wide) and 5.00 feet West of the West line of South Racine Avenue (66 feet wide); thence North  $00^{\circ}04'03''$  West, along a line 5.00 feet West of and parallel with the West line of said South Racine Avenue, a distance of 74.14 feet to the point of beginning for said parcel of land; thence continuing North  $00^{\circ}04'03''$  West, along said parallel line, a distance of 109.47 feet; thence North  $08^{\circ}46'54''$  West, a distance of 89.09 feet to a point of curve; thence Northerly along the arc of a circle, convex to the West, tangent to the last described course, having a radius of 390.00 feet; a distance of 59.62 feet to a point in the South line of West Congress Parkway (66 feet wide); thence South  $89^{\circ}58'37''$  West, along said South line of West Congress Parkway, a distance of 702.89 feet; thence South  $00^{\circ}01'23''$  East, a distance of 295.89 feet to a point 33.67 feet North of the North line of said West Harrison Street; thence South  $87^{\circ}02'31''$  East, a distance of 193.65 feet to a point 24.00 feet North of the North line of said West Harrison Street; thence South  $89^{\circ}54'16''$  East, along a line 24.00 feet North of and parallel with the North line of said West Harrison Street, a distance of 477.60 feet to a point of curve; thence Northeasterly along the arc of a circle, convex to the Southeast tangent to the last described course, having a radius of 50.00 feet, a distance of 78.68 feet to the point of beginning; all in Cook County, Illinois.

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END OF RECORDED DOCUMENT