

# UNOFFICIAL COPY

## DEED IN TRUST

23 419 756

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, **RAYMOND F. HOLLY AND MILDRED C. HOLLY HIS WIFE** of the County of **COOK** and State of **ILLINOIS**, for and in consideration of the sum of **TEN** Dollars (\$ **10.00**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation as Trustee under the provisions of certain Trust Agreement, dated the **First** day of **November**, 19 **75**, and known as Trust Number **2925**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit: Street address: **6010 S. HALSTED STREET, CHICAGO, ILLINOIS**

Legal description: **Lot 5 in Block 7 in the Subdivision of Blocks 7, 8, 9 and 11 in Thompson and Holmes Subdivision of the East 45 Acres of the North 60 Acres of the South East Quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

LATE DATE 11-16-75

NO-17-313

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 vacate any subdivision or part thereof, and to reestablish said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and in grant to such successor or successors in trust all the title, estate, powers and authorities vested in said Trustee, to lease, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, for any term, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the future, and upon any term, 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 any term 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 hereafter, to contract to make leases and to grant options to lease and options to renew lease and options to purchase the whole or any part of the reversion and the term of any lease or option of future lease, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or other rights, 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 deal with the same if not 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 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 purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged 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 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 by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, 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) 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, or its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their attorney 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 thereof, 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 beneficiaries under 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 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 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 who 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, sale 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, rentals and proceeds therefrom as aforesaid, and the same shall be held in trust for 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 S aforesaid has VC hereunto set their hand S and seal S this First day of November, 19 75.

\_\_\_\_\_  
[SEAL] Raymond F. Holly [SEAL]  
\_\_\_\_\_  
[SEAL] Mildred C. Holly [SEAL]

STATE OF Illinois, I, LUVENIA RUSH, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Raymond F. Holly and Mildred C. Holly, his wife,

personally known to me to be the same person S whose name S STP subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their 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 Notarial seal this 1st day of Nov, 19 75.  
Luvonia Rush  
Notary Public  
My commission expires APRIL 4 1976

COOK CO. NO. 016 195153

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT OF REVENUE  
10.00

10.00

2059  
REPT OF CHICAGO  
REAL ESTATE TRANSFER TAX  
10.00

23 419 756

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

BOX 533

This instrument was prepared by  
**Raymond F. Holly**  
6259 S. Calumet Avenue 9700 S. KEELER AVE.  
Chicago, Illinois 60619. OAK LAWN, ILL. 60453

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COOK COUNTY  
FILED

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