

UNOFFICIAL COPY

DEED IN TRUST

23 650 144

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, FERDINAND ROTTER and OTTILIE B. ROTTER, 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 a certain Trust Agreement, dated the 20th day of September 1976 and known as Trust Number 3072, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: 2146 West Belmont Avenue, Chicago, Illinois 60618,

Legal description:

The East 20 feet of Lot 30 and all of Lot 31 in Block 2 of Schrader's Subdivision of Block 47 in Ogden's Subdivision (except the South East Quarter of the North West Quarter of the South West Quarter of the North East Quarter and the East Half of the South East Quarter) of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: General real estate taxes for the year 1976 and subsequent years

10.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts and for the uses and purposes upon the hereinafter 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, streets, highways or alleys and to vacate any dedication or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, to lease, 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, but not 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 the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single letting the term of 199 years, and to renew or extend leases upon any terms 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 leases and options to purchase the whole or any part of the premises to contract to purchase 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 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, 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, or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed 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, 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 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 that 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 his, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Amalgamated Trust & Savings Bank individually nor as Trustee, nor its successor or successors shall incur any personal liability or be subjected to any claim, demand or charge for anything it or they or he 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 thereof, or for injury to person or property hereunder, or for the 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 in the name of the then authorized 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 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 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, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate or any part thereof, and no beneficiary hereunder shall have any interest in or to said real estate or any part 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 aforesaid described.

If the title in 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 on execution or otherwise.

In Witness Whereof, the grantor S aforesaid ha. ve hereunto set their hand S and seals 20th day of September 1976 this Ferdinand Rotter day of September 1976 Ottilie B. Rotter FERDINAND ROTTER (SEAL) OTTILIE B. ROTTER (SEAL)

STATE OF Illinois) I, RAYMOND H. KEGAN) a Notary Public in and for said County of Cook) as FERDINAND ROTTER and OTTILIE B. ROTTER, his wife,) County, in the State aforesaid, do hereby certify that

personally known to me to be the same person S whose name S are they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and 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 20th day of Sept. A.D., 1976

My commission expires November 30, 1979 Raymond H. Kegan Notary Public

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

THIS DOCUMENT PREPARED BY R.H. KEGAN, ATTORNEY, 911 LONSDALE RD., ELK GROVE VILLAGE, ILL. 60007

STATE OF ILLINOIS DEPT. OF REVENUE REAL ESTATE TRANSFERS

STATE OF ILLINOIS DEPT. OF REVENUE REAL ESTATE TRANSFERS

STATE OF ILLINOIS DEPT. OF REVENUE REAL ESTATE TRANSFERS

14 19 330 029

5 1 3 3 3

30 00

23 650 144

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD
SEP 24 '76 12 51 PM

William R. Olson
RECORDER OF DEEDS
* 23650144

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT