

# UNOFFICIAL COPY

## DEED IN TRUST

1977 JUN 20 11:41 AM 23 195 075  
The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JAY A. STEINBERG AND  
STEPHANIE R. STEINBERG, his wife, 315021 • 23795075  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of TEN (\$10.00) ----- NO/100 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 6th

day of January 1977, and known as Trust Number 3153, the following  
described real estate in the County of Cook and State of Illinois to wit:

Street address: 419 Wilshire Drive West Wilmette, Illinois

### Legal description:

Lot 24 in First Addition to Hollywood in Wilmette  
Resubdivision of part of Lots 23 to 27 inclusive  
in County Clerks Division of Section 32, Township  
42 North, Range 13 East of the Third Principal  
Meridian, and of Lot 2 in Aschbacher Glenview Road  
Subdivision being a Subdivision of part of Lot 26  
in County Clerks Division aforesaid of Section 32,  
Township 42 North, Range 13 East of the Third Principal  
Meridian, in Cook County, Illinois.

10.00 MAIL

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto 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 delineate parks, streets, highways or alleys and to make any subdivision of 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 either 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, interests and authorities vested in said Trustee, in whole, in part, 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 lease to run for a term or terms, and also by term and for any period or periods of time, not exceeding ten (10) years, and to make any lease or leases, and to grant options to lease and options to renew, and to make any lease or leases, or to modify, alter, amend, extend, terminate, or modify any lease or leases, and to grant options to lease and options to renew, and to make any lease or leases, or 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, rent or money borrowed or advanced on said real estate, or be obliged to see to the terms of this trust, have been complied with, or to inquire into the authority, capacity or sanity of any act of said Trustee, or be obliged 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, to whom or to whomsoever under any such mortgage, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and 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 covenants 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, title, 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 Indenture 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 it or they, its or their agents or assigns 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 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 Trustee 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. 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 in case the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and companies 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, annuities 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, annuities 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 words of similar import, or with limitations, or with limitations, 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 is aforesaid have hereunto set their hands and seals this 3th day of January 1977.

JAY A. STEINBERG [SEAL] STEPHANIE R. STEINBERG [SEAL]  
STEPHANIE R. STEINBERG [SEAL]

STATE OF ILLINOIS } Allan J. DeMars  
County of COOK } as County, in the State aforesaid, do hereby certify that  
JAY A. STEINBERG and STEPHANIE R. STEINBERG, his wife

personally known to me to be the same person whose name 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 seal this 7th day of January A.D. 1977.

My commission expires 3-4-77

THIS DOCUMENT PREPARED BY  
ALLAN J. DEMARS  
180 West Washington  
Chicago, Illinois 60602

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

Trust under provisions of Cook County Trust Agreement No. 3153  
Date 1/3/77  
This space for affixing Riders and Revenue Stamps  
JAY A. STEINBERG  
STEPHANIE R. STEINBERG

Document Number 23795075  
COOK COUNTY PUBLIC OFFICE

END OF RECORDED DOCUMENT