

DEED IN TRUST

24 756 119

The above space for recorder's use only

NOV 28 66 75 202 R

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, KATHLEEN R. KARLO, an unmarried woman of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100----- Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Warrants unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of July 1977, and known as Trust Number 3270, the following described real estate in the County of Cook and State of Illinois to wit: Street address: 4427 Harrison Hillside, Illinois

Legal description:

SEE EXHIBIT A

10.00

COOK COUNTY, ILLINOIS FILED FOR RECORD

DEC 8 '78 12 35 PM

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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 streets, highways or alleys and to vacate any portion 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 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 lease said real estate, or any part thereof, from time to time, in possession or reversion, for years to commence in present or in future, and upon any terms and for any period or periods of time and to amend, change from time to time, in possession or reversion, by leases to commence in present or in future, and upon any 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 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 reversion and to contract respecting the manner of doing 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 estates 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, 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 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 authorized to issue 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; (c) 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; (d) that such conveyance or other instrument was executed in accordance with the trust, 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; (e) 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 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 or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions hereof, or for anything it or they or its or their agents or attorneys may do or omit to do in or about said real estate, any and all such liability being hereby expressly waived and released. Any claim, obligation or indebtedness incurred or created 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 purpose, 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 to the fact that trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever 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 in the earnings, profits and proceeds arising from the sale of 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 interest of each and every beneficiary herein 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... 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, aforesaid, has hereunto set her hand and seal, this 13th day of October 1978.

STATE OF Illinois } 1. Michael C. Shindler, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Kathleen R. Karlo, an unmarried woman

personally known to me to be the same person who subscribed to the foregoing instrument, appeared before me this day in person and acknowledged, signed, sealed and delivered the said instrument as her act and deed, 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 13th day of October, A.D., 1978. Michael C. Shindler, Notary Public

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

THIS INSTRUMENT PREPARED BY: Michael C. Shindler, 55 E. Monroe St., Ste. 4100, Chicago, Illinois 60605

Document Number 24 756 119. This space for affixing Stamps and Revenue Stamps. I hereby certify that this deed represents a transaction exempt under the provisions of Paragraph (e), Section 4 of the Real Estate Transfer Tax Act. SIGNED: Michael Shindler, DATED: 10-15-78

BOX 533

UNOFFICIAL COPY

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EXHIBIT A

THAT PART OF LOT 3 IN HILLSIDE DEVELOPMENT COMPANY SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF LOT 4 IN HILLSIDE DEVELOPMENT COMPANY SUBDIVISION AFORESAID; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 4, A DISTANCE OF 50 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 30 FEET TO THE EAST LINE OF LOT 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 3 TO THE NORTH EAST CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 30.85 FEET TO THE NORTH EAST CORNER OF LOT 4; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Clerk's Office  
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