

Call

DEED IN TRUST

24969816

The above space for recorder's use only

66-66-363 H
66-66-363 (H)

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, EILEEN WALSH, a single person 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 7th day of May, 19 79, and known as Trust Number 3874, the following described real estate in the County of Cook and State of Illinois wit:

Street address:
Legal description: Lot 3 in North Ridge Subdivision in Arlington Heights, being a subdivision of part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 42 North, Range 11, East of the Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
MAY 22 1979 9 00 AM

Richard R. Crane
Notary Public

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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 parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to all or any portion, to convey either with or without consideration, to cover 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, 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 demise the term of 128 years, and to renew or extend such 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 in 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 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, or any person claiming an interest in 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, and no 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 any successor in trust, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and if any deed, trust deed, mortgage, lease or other instrument executed or to be 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 any State or Territory) 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 said indenture and the limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries of the trust, (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, powers, authorities, duties and obligations of the, his or her 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 assuming 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 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 beneficiary of the 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 so entered into by it in 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 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 the terms of the same shall be only in the entirety, gratis 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 the sale proceeds and proceeds therefrom, and the intention hereof being to vest in said Amalgamated Trust & Savings Bank: the entire legal and equitable title to the same 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 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 connection 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, aforesaid, has hereunto set her hand and seal, this 7th day of May, 19 79.

EILEEN WALSH
STATE OF ILLINOIS }
County of COOK } Beatrice V. Crane, a Notary Public in and for said County of COOK, do hereby certify that EILEEN WALSH, a single person

personally known to me to be the same person whose name is 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 her free and voluntary act, for the uses and purposes therein set forth, intending the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this day of May A.D. 1979.
Beatrice V. Crane
My commission expires March 9, 1982

Mail to: Amalgamated Bank
100 S. STATE ST.
CHICAGO, ILL. 60601
Attention: TRUST DEPARTMENT BOX 533

THIS INSTRUMENT PREPARED BY:
Elkin Pincus
134 N. La Salle St.
Chicago, IL 60602

Exempt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act.
6/17/79
Date
Eileen Amiri
Buyer's Center of Registration

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Document No. 24969816
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