

UNOFFICIAL COPY

DEED IN TRUST

24 055 523

The above space for recorder's use only

Exempt under provisions of Section 8-1.1, Real Estate Transfer Tax Act.
8/1/77
Buyer, Seller or Representative
H. Herbst
Date

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, LINDA L. PETERSON, a SPINSTER 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 Quit Claims and Quit Claims 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 19 77, and known as Trust Number 3290, the following described real estate in the County of Cook and State of Illinois to wit: Street address: 860 West Fletcher

Legal description

The South 50 feet 6 inches of Lots 5 and 6 in Block 2 of Gehrke and Brauckmann's Subdivision of part of the Out Lot 1 (except the North 4.28 acres West of the Green Bay Road) in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

10.00

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 dedicate parks, streets, highways or alleys and to vary, by substitution or part thereof, and to resubdivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms, to lease either with or without consideration, to convey said real estate said Trustee, to donate, to dedicate, to mortgage, to lease or otherwise encumber said real estate in trust all of the title, estate, powers and authorities vested in 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, extend, amend or terminate any lease or leases and to grant options to lease and options to renew or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make, execute and to grant options to lease and options to renew or modify leases and to purchase the whole or any part of the reversion and to contract respecting the manner of being the amount of present or future rentals, to lease and 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 in 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 presumed 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, and effect (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and provisions 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 in 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 its, 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, if or they 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 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 trust beneficiaries 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 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 whomsoever 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, rents 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 therefor as aforesaid, the intention hereof being to vest in said Amalgamated Trust & Savings Bank the entire legal and equitable title in fee simple, 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 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 20 day of July, 1977.

Linda L. Peterson

STATE OF ILLINOIS } I, ALAN R. KRAVETS, a Notary Public in and for said County of Lake } do hereby certify that LINDA L. PETERSON, a Spinster

is to be the same person whose name is subscribed to the foregoing instrument, appears before me in person and acknowledged that she has executed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Notary Public
Alan R. Kravets
July 20, 1977
January 17, 1980

I HEREBY DECLARE THAT THE ATTACHED DEED PERTAINS TO THE SALE OF REAL ESTATE IN COOK COUNTY BY PARCEL 201296 C AND CHAINANCE 1977
BUYER, SELLER OR REPRESENTATIVE
DATE
Document Number 24 055 523

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

This instrument was prepared by HERBST AND KRAVETS, Attorneys at Law 55 East Monroe Street Chicago, Illinois 60608

BOX 533

653237 M

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STATE OF ILLINOIS
FILED FOR RECORD
AUG 12 9 00 AM '77

Edw. A. ...
RECORDER OF DEEDS
*24055523

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, ILL. 60602
TELEPHONE 312-742-2000

END OF RECORDED DOCUMENT