

DEED IN TRUST

(WARRANTY)

24 157 430

RECORDERS OFFICE
COOK COUNTY ILLINOIS

1977 OCT 20 PM 12:15 above space for recorder's use only

10.15

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, EDWARD OCHYLSKI, a married person, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100ths 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 eighth day of July 19 77, and known as Trust Number 3272, the following described real estate in the County of Cook and State of Ill., to wit: Street address: 1119 West 47th Place, Chicago, Illinois

Legal description: Lots 3 to 19, both inclusive, and Lots 29 to 48, both inclusive, and an undivided 7/8ths of Lots 20 and 21, all in Block 2 in Traver's Subdivision of the Northwest Quarter of the Northeast Quarter of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Also lot 22 in Block 2 in Traver's Subdivision of the Northwest Quarter of the Northeast Quarter of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. (THIS CONVEYANCE INCLUDES ALL THE LAND AND THE BUILDING AND IMPROVEMENTS THEREON)

This Deed supplements and corrects the prior Deed of the Grantor to the Grantee dated July 8, 1977 and recorded as Document No. 24-035-828, the original of which was lost in the U.S. Mail after recording.

(This property is not now and never has been residential property and is, therefore, not subject to the homestead laws of the State of Illinois.)

To HAVE AND HOLD the said real estate with the covenants, 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 make any subdivision of part thereof, and to resubdivide said real estate as often as desired, in contract in full, to grant options to purchase, to sell on any terms, to convey either with or without consideration, in convey said real estate in any part thereof to a successor or successors in trust and in trust in 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, in lease to commence on or after, in fee simple, or for any term or terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding or modify leases and the terms and conditions thereof at any time or times hereafter, to contract in respect to the manner of filing the amount of percent of future rentals, in 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 a 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 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 prohibited 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 Title 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 and in all amendments thereto, if any, and binding upon the beneficiaries hereunder, (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, 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 nor as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or he or his or her agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this deed or Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, 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 created in or in the name of the then beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purposes, or of the Registrar 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 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 only in the earnings, assets and proceeds arising from the sale of any other disposition of said real estate, and such interest in earnings, assets and proceeds, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or in said real estate as such, but only as received in earnings, assets and proceeds thereof, or proceeds, 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 transferred, the Registrar of Titles is hereby directed not to receive or note in the certificate of title or duplicate thereof, or in the words "in trust," or upon condition, or with limitations, or words of similar import, in accordance with the status in such case made and intended.

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 from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal, this eighth day of July 19 77.

EDWARD OCHYLSKI (Seal)

STATE OF Illinois, I, Garry Lakin, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Edward Ochylski, a married man, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me, acknowledged and acknowledged that he signed, sealed and delivered the same as his free and voluntary act, for the uses and purposes therein set forth, including the release and discharge of the said real estate.

Garry Lakin, Notary Public, My commission expires 10/3/81

Notary Public

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GARRY LAKIN, 55 E. MONROE ST #4100, CHICAGO IL 60603, Attention: TRUST DEPARTMENT

This instrument prepared by & to be mailed to: Garry Lakin, 55 E. Monroe, Suite 4100, Chicago, Illinois 60603

This space for affixing Riders and Revenue Stamps
I hereby declare this Deed represents a transaction exempt under the provisions of Paragraph E, Section 4 of the Real Estate Transfer Tax Act.

Signed: Edward Ochylski

Dated: 7/15/77

Document Number 24157430