

DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, EILEEN WALSH, a Spinster 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, Convey unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 16th day of November 19 77, and known as Trust Number 3367, the following described real estate in the County of Cook and State of Illinois wit: Street address: 663 West Grace Street, Chicago, Illinois

Legal description: Lots 1, 2 and 3 in P.N. Kohlsatt's Addition to Chicago, being a Subdivision of Lots 1, 2, 3, 12, 13 and 14 in Block 6 of Hundley's Subdivision of Lots 3 to 21 and also Lots 33 to 37 in Pine Grove in Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Exempt under provisions of Paragraph E, Section 4. Real Estate Transfer Tax Act

Date: 12/17/77 Buyer: Eileen Walsh, Seller or Representative

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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 or lots thereof, and to reconstitute said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or 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, power, 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, to lease in fee simple or in fee simple subject to a term, to lease in fee simple for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to lease or otherwise lease with an option, and to grant options to lease and options to renew or modify leases, and to make any other provisions thereof at any time or times hereafter, to contract to make leases, 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 to purchase the whole or any part of the reversion, to purchase, to sell, to convey, to charge, to assign any right, title or interest in or about or in connection with said real estate or any part thereof, and to deal with said real estate and here and thereon in all other ways and for such other considerations as it would be lawful for any person owning the same to do 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, mortgaged or otherwise encumbered 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 liable to become chargeable with 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 mortgage, lease or other instrument, and in said Trust Agreement or in all instruments thereof, if any, and binding upon all beneficiaries hereunder for 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 all of the consequences thereunto made to a successor or successors in trust, that such successors or successors in trust have been properly appointed for that said Trustee, or any successor in trust, title, estate, rights, powers, authorities, duties and obligations of his, or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Amalgamated Trust & Savings Bank, nor any Trustee, nor any successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done or omitted by or for any agent or attorney of theirs, or shall be liable to do so, in or about said real estate or under the provisions of this Deed of said Trust Agreement, and amendments thereto, or in injury to person or property happening in or about said real estate, and all such liabilities being hereby expressly waived and released. Any liability, obligation or indebtedness incurred by the Trustee in connection with said real estate shall be satisfied hereby to the same of the said 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 sole belief, as Trustee of an express trust and shall immediately and irrevocably be satisfied hereby to the same of the said beneficiaries as aforesaid, and no part of the purchase money or part of 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 whatsoever 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, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal, trust, and no beneficiary hereunder has any right, title or equitable, in or to said real estate as such, but only an interest in earnings, profits 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 public title or duplicate thereof, or in the public title or duplicate thereof, 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 28th day of November 1977.

STATE OF ILLINOIS, the undersigned, a Notary Public in and for said County of COOK, do hereby certify that EILEEN WALSH, a Spinster

personally known to me to be the same person, whose name she subscribed to the foregoing instrument, appeared before me the day on 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, including the release and waiver of the right of homestead. GIVEN under my hand and seal this 29th day of November A.D., 1977. Notary Public

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

THIS INSTRUMENT PREPARED BY: Richard L. Gayle, 1247 Waukegan Road, Glenview, Ill. 60025, 729-9100

I hereby declare that this deed represents a transaction exempt under paragraph (e), §4 of the Illinois Real Estate Transfer Tax Act. November 28, 1977. Richard L. Gayle

This space for affixing Stamps and Revenue Stamps

Document Number

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DEC-1-77 484272 * 2421 8672 * A - 100

Property of Cook County Clerk's Office

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LLOYD E. GUSSIS
2520 N. LINCOLN
CHICAGO, ILL. 60614

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