

# UNOFFICIAL COPY

## DEED IN TRUST

25522874

RECORDED: The above space for recorder's use only

THIS INSTRUMENT WITNESSETH, THAT THE GRANTOR, Christopher Ward, Divorced and of since remarried, of the County of Cook and State of Illinois, for and in consideration of the sum of One and NO/100----- JUL-22-80 3-3-9-8-3-2 ---D-25522874---A---REC 10.15 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S 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 December 1979, and known as Trust Number 4020, the following described real estate in the County of Cook and State of Illinois, to wit:

Street address:

Legal description:

EXHIBIT "A"

PARCEL 1:

Lots 23 and 24 in Block 3 in Jared Gage's Subdivision of that part of the North West quarter of fractional Section 17 and part of the East half of the South West quarter of fractional Section 8, (except that part of Lot 23 that is described as follows: Beginning at most Westerly corner of said Lot 23 and running thence North Easterly along the North Westerly line of said Lot, 6.78 feet; thence Southerly in a straight line 36.31 feet to a point in the South Westerly line of said Lot 35.69 feet South Easterly of most Westerly corner thereof; thence North Westerly along the South Westerly line of said Lot 35.69 feet to the place of beginning, all in Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 2:

That part of Lot 20 lying Easterly of the Easterly line of 16 foot alley running Northerly and Southerly across the Easterly portion of said Lot 20 in Block 3 of Jared Gage's Subdivision of part of the North West quarter of fractional Section 17 and part of the East half of the South West quarter of fractional Section 8, all in Township 42 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at a point on the Southerly line of said Lot 20, 3 feet South Westerly of the most Southerly corner of Lot 24; thence North Westerly parallel with the Westerly line of Lot 24, 48.49 feet; thence Northerly in a straight line 16.10 feet to a point in the North Easterly line of said Lot 20, 35.69 feet Southerly of the most Westerly corner of Lot 23, thence South Easterly along the Westerly line of Lots 23 and 24 to the most Southerly corner of Lot 24; thence South Westerly 3 feet to the place of beginning, all in Cook County, Illinois.

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PROPERTY OF COOK COUNTY

SEE EXHIBIT "A" ATTACHED HERETO

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 resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey 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, 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 lease to commence in the present or in the 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 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 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 do 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 any part thereof, 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 any of the terms of said Trust Agreement, and every 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 any claim, 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 trusts, 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, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such 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 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 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 then beneficiary 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 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 who assert any 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 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 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 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 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, S. aforesaid has hereunto set his hand and seal this 21st day of July, 1980

Christopher Ward (Signature) [SEAL] Christopher Ward [SEAL]

STATE of Illinois } 1. Carolyn Nelson } a Notary Public in and for said County of Cook } 23 County, in the State aforesaid, do hereby certify that Christopher Ward, Divorced and not since remarried

personally known to me and be the same person whose name is Carolyn Nelson subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 21st day of July, 1980 A.D. 1980 Carolyn Nelson (Signature) Notary Public

My commission expires May 23, 1983 THIS INSTRUMENT PREPARED BY: JOHN POPE ONE W. MONROE ST. CHICAGO, ILL. 60603

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

This space for affixing Riders and Revenue Stamps

This transaction is exempt under Paragraph Section 7 of the Illinois Real Estate Tax Act

By: Carolyn Nelson

Document Number 25522874

CHICAGO, ILL. 1980