

DEED IN TRUST

25539158

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS GEORGE R. HARRIS and DORIS J. HARRIS, his wife Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00 ), in hand paid, and for other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 9th day of May 19 80, and known as Trust Number 4259, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: 1531-39 West 90th Street

Legal description:

Lots 1 and 2 (Except the South 42 feet of said Lot 2) in Block 13 in E. L. Brainerd's Subdivision of Telford Burnham's Subdivision (Except Blocks 1 and 8 thereof) of the West 1/2 of the North West 1/4 of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: (a) covenants, conditions and restrictions of record which are not violated by the present use or occupancy; (b) public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies (as listed in Schedule A attached); (e) mortgage or trust deed; (f) general taxes for the year 1979 and subsequent years.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use 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 suppose, 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 of the tract, and to reestablish said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to 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, title, 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 the said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in the future, and upon any terms and for any periods of time, not exceeding ten (10) years, 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 ten (10) years, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract respecting the manner of dividing the amount of profit or future rental, 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 in relation thereto, or assign any right, title or interest in or about or easement 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 privileged 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 any such deed, mortgage, lease, and effect, (b) that such conveyance or other instrument was executed in accordance with this indenture and by said Trust Agreement was in full force and in full effect, (c) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and in full effect, (d) that the Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (e) 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 (f) if the conveyance 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, title, powers, authorities, duties and obligations of his, 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 to 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 entered into by it in the name of any of the 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 indenture 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 made and provided for the actual possession of the trust and disburse 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, avails 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, avails and proceeds thereof as aforesaid, the interest herein 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 thereon 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 S... 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 their hands and seal this 22nd day of April 19 80 George R. Harris [SEAL] Doris J. Harris [SEAL]

STATE OF ILLINOIS, I, ALAN J. KRAVETS, a Notary Public in and for said County of COOK, do hereby certify that George R. Harris and Doris J. Harris, his wife

to be the same person S... whose name S... subscribed to the foregoing instrument, and that they in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and seal this 22nd day of April A.D., 19 80 Alan J. Kravets Notary Public

My commission expires 1-17-84

6776579M

HEREBY DECLARE THAT THE ATTACHED FEES REPRESENTS A TRANSACTION OF \$10.00... BY FIDELITY AND SECURITY COMPANY OF NEW YORK... DATE 7/11/80... DUVEN, SELLER OF REPRESENTATIVE

10.00

Section 4, 25539158



Mail to: Amalgamated Bank ONE WEST MONROE CHICAGO, ILLINOIS 60603 Attention: TRUST DEPARTMENT

THIS INSTRUMENT PREPARED BY: Portes, Sharp, Herbst & Kravets, Ltd., Gerald Brand 30 North LaSalle Street Chicago, Illinois 60602

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1950 AUG -6 PM 1: 22

*Sidney R. Olson*

RECORDER OF DEEDS

25539158

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT