

# UNOFFICIAL COPY

## DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, A. Frank Rothschild and Dorothy B. Rothschild, his wife 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 and Warrant unto AMALGAMATED TRUST & SAVINGS BANK/ 100 S. State St., Chicago, Ill the provisions of a certain Trust Agreement, dated the 21st

day of November 19 80, and known as Trust Number 4418, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: 1200 Hamptondale Avenue, Winnetka, Illinois

Legal description:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

10.00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

RECORDER OF DEEDS

1980 DEC -3 AM 10:31

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, and for the uses and purposes upon the limitations set forth in said Trust Agreement.

Full power and authority consistent with the aforesaid 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 waive 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 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, 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 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 demise the term of 99 years, and to renew or extend leases upon any terms and for any term or terms of time and to amend, change or modify leases and the terms and conditions thereof at any time or times hereafter, to contract to make leases up to any term or terms of time and to renew, lease and options to purchase the whole or any part of the reversion and to contract respecting the manner of dividing 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 charge of any kind, to release, convey 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 or 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 trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or to 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 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 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 any 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 beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, as Trustee of an agency 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, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal, inchoate and to 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 to all of the said 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 have hereunto set their hand s and seal s this 2nd day of December 1980

A. Frank Rothschild [SEAL] Dorothy B. Rothschild [SEAL]

STATE OF ILLINOIS, Patricia M. Downs, a Notary Public in and for said County of Cook, in the County of Cook, do hereby certify that A. Frank Rothschild and Dorothy B. Rothschild, his wife

personally known to me to be the same person s whose name s are they subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the 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.

GIVEN under my hand and seal this 2nd day of December, 1980 Patricia M. Downs, Notary Public

My commission expires January 25, 1985

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

THIS INSTRUMENT PREPARED BY: Darrell W. Pierce, One First National Plaza Suite 5180, Chicago, IL 60603

Buyer, Seller or Representative  
Dorothy B. Rothschild  
1200 Hamptondale Ave  
Winnetka, IL 60093

Document Number

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## EXHIBIT A

### PARCEL 1

The South 433 feet of that certain part of the South 1/2 of the East 1/2 of the West 1/2 of the North West 1/4 of the South West 1/4 of Section 17, Township 42 North, Range 13, East of the Third Principal Meridian, which lies East of a line parallel to and distant 180 feet Eastwardly from the West line of said South 1/2 of said East 1/2, in Cook County, Illinois.

### PARCEL 2

Easement for the benefit of Parcel 1 as created by deed from Maude Cowham Senior and John L. Senior, her husband to Rawleigh Warner dated May 15, 1928 and recorded June 26, 1928 as Document 10068756 and as amended and extended by the grant from Ernest S. Ballard, and others dated March 22, 1943 and recorded April 7, 1943 as Document 13054952 to Dorothy Haskins Warner for roadway and passageway purposes over the premises described as follows:

The East 18 feet of that part of said South 1/2 of the East 1/2 of the West 1/2 of the North West 1/4 of the South West 1/4 of said Section 17, lying North of said South 433 feet above described at Parcel 1 and South of the center line extended Southwesterly of that part of Hamptondale Avenue situated in the East 1/2 of the North West 1/4 of the South West 1/4 of said Section 17, said East 18 feet for convenience being hereinafter referred to as the original easement tract;

Also over the premises described as follows:

That certain part of the East 18 feet of said South 1/2 of the East 1/2 of the West 1/2 of the North West 1/4 of the South West 1/4 of said Section 17, which certain part lies immediately North of said original easement tract and South and East of a uniformly curved line convex Northwestwardly, said curved line being located as immediately hereinbelow set forth;

Said curved line shall be deemed to begin at a point in the West line of said East 18 feet where said West line is intersected by the center line, extended Southwestwardly of that part of Hamptondale Avenue situated in the East 1/2 of the North West 1/4 of the South West 1/4 of said Section 17; and said curved line shall be deemed to end at a point where the East line of said East 18 feet is intersected by the North line of said part of said Hamptondale Avenue; said curved line shall be deemed to be on the arc of a circle which contacts its tangent at a point where the center line of said Hamptondale Avenue, extended Southwestwardly intersects said West line of said East 18 feet, said tangent being formed by said West line, in Cook County, Illinois.

**END OF RECORDED DOCUMENT**

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