

DEED IN TRUST

25141947

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, John B. Bremner, Jr. and Ruth R. Bremner, his wife, 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 and We grant unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of August 19 79, and known as Trust Number 3987, the following described real estate in the County of Cook and State of Illinois, to wit: Street address:

Legal description

Lots 21 and 22 and 23 in Block 2 in Winnetka Park Bluffs a Subdivision by William H. Cairnduff of part of Sections 16, 17 and 20, Township 4 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Subject to: General taxes for 1979 and subsequent years; covenants, conditions, restrictions and easements of record as shown by documents recorded as number 3153113 and 2039770.

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 exercise any subdivision or part thereof, and to redivide 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 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 present or in future, and on 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 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 charges of any kind, release, convey or assign any right, title or interest in or about or estate 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.

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 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 a conveyance 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, 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 duly 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 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 cost, 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 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 enter at whatever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interests of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be one 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 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 their hands and seals this 16th day of August, 19 79.

John B. Bremner, Jr. [SEAL] Ruth R. Bremner [SEAL]

STATE OF Illinois) I, Debra Edwards) a Notary Public in and for said) County of Cook) County, in the State aforesaid, do hereby certify that John B. Bremner, Jr. and Ruth R. Bremner, his wife,

personally known to me to be the same person, S, whose name, s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they, 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 notarial seal this 16th day of August, A.D. 19 79

My commission expires Nov. 15, 1982

Grantee's address:

Amalgamated Bank 100 S. STATE ST. CHICAGO, ILL. 60603

Attention: TRUST DEPARTMENT

THIS INSTRUMENT PREPARED BY: John N. Oest 115 South LaSalle Street Chicago, IL 60603

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\$ 11.25 PAID
C.C.I. REV. STAMP

This space for affixing Riders and Revenue Stamps

CHANGENESTATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
11.25

10.00

Document Number 25141947

UNOFFICIAL COPY

*Johnston
Box 2022*

J. M. LAMBERTH
RESIDENTIAL LOAN DIV.
ROCKERY BLDG., 6th FL.
Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

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Amg. Tr. # 3987

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Johnston
RECORDER FOR JUDGE

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