

UNOFFICIAL COPY

NS 141903

211-753-6

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DEED IN TRUST

25161570

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, CHRISTOPHER WARD, divorced and not remarried 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, Conveys and warrants unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 6th----- day of July 19 79, and known as Trust Number 3945, the following described real estate in the County of Cook and State of Ill., to wit: Street address: 5250 North Kenmore, Chicago, Illinois

Legal description:

Lot 2 (except the North 3 feet) and the North 10 feet of Lot 3 in Block 11 in John Lewis Cochran's Subdivision of the West 1/2 of the North East 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Address of Grantee: One West Monroe, Chicago, Illinois 60603

William E. Navolio
REGISTRAR OF DEEDS

COOK COUNTY, ILLINOIS
FILED FOR RECORD

25161570

SEP 25 '79 9 00 AM

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 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, streets, highways or alleys and to vacate any portion 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, 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 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 lease 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 partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easement or interests of any kind, to release, convey or assign any right, title or interest in or about or adjacent appurtenant to said real estate or any part thereof, and to do with said real estate and every part thereof in all ways warranted for most 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 inquire into 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 restricted to use in 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 Deeds of said county) relying upon or acting 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 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 or modification 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 to 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 whom etc. 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 property, and no beneficiary hereunder shall have any title or interest, real 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 in 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 his hand and seal, this 1st day of August, 19 79

Christopher Ward
Christopher Ward

STATE OF Illinois, I, Katharine E. Blumenthal, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Christopher Ward, divorced and not remarried

is the same person whose name is subscribed to the foregoing instrument, appeared before me on the 1st day of August, 1979, 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 rights of homestead.

GIVEN under my hand and seal this 30th day of August, A.D., 19 79

Katharine E. Blumenthal
Notary Public
My commission expires May 9, 1983

Exempt under provisions of Paragraph (e), Section 200 I 286 of Chicago Transaction Tax Ordinance.

Exempt under provisions of Paragraph (e), Section 41 Real Estate Transfer Tax Act of the State of Illinois.

This space for affixing Filers and Revenue Stamps

Cook County

10.00
Document Number 25161570

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

THIS INSTRUMENT PREPARED BY:
AMALGAMATED TRUST & SAVINGS BANK
One W. Monroe, Chicago, IL 60603
William E. Navolio

END OF RECORDED DOCUMENT