

25272325

DEED IN TRUST

① all Elmer

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, LINDA CANTER, a single person never having been married of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and NO/100-----Dollars (\$ 10.00-----),

11.00

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey--- Quit-Claims and ~~WARRANT~~ unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement dated the twenty-eighth

day of September 19 78, and known as Trust Number 5455, the following described real estate in the County of Cook and State of Ill., to wit:

Street address: Unit 2506, 5455 N. Sheridan Road

Legal description:

UNIT 2506 IN THE 5455 EDGEWATER PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE SOUTH 242 FEET OF THE NORTH 875 FEET OF THE EAST FRACTIONAL HALF OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24870735 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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COOK COUNTY CLERK'S Office

Property of Cook County

Exempt under provisions of par. e. Sec. 4 of the Real Estate Transfer Tax Act, par. e., Sec. IV of Cook County Ordinance No. 95104, and par. e. of Sec. 200.1-2B6 of the Chicago Transaction Tax Act.

12/4/79

[Signature]

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 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 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 the present or in futuro, 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 filing 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 rights 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 or not 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 whole or in part, or in whole or in part thereof, shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to assume 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 interfere into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to interfere 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 compliance with said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument; (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 effect; (d) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof; (e) any and binding upon all beneficiaries thereunder; (f) 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 (g) if he or she is made 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 agent 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 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 whatsoever 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, 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 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 her hand and seal this 3rd day of December, 1979.

LINDA CANTER [SEAL]

STATE OF Illinois } the undersigned
COUNTY OF Cook } as Linda CANTER, a single person, never married.

personally known to me to be the same as the person who has subscribed to the foregoing instrument, appeared before me this day in person and he has acknowledged to me that he executed the foregoing instrument, signed, sealed and delivered the said instrument as his free act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal as Notary Public for the County of Cook, State of Illinois, this 3rd day of December, A.D., 1979.

My commission expires 6/2/81 Notary Public

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

THIS INSTRUMENT PREPARED BY: Jay D. Levine 208 South LaSalle Street Chicago, Illinois 60640

BOX 533 FORM 04-224 11-77

DEC 07 67-56-015

Use space for affixing Riders and Revenue Stamps

Document Number

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FILED FOR RECORD  
1979 DEC -7 AM 11:09

*Sidney H. Olson*  
RECORDER OF DEEDS  
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Property of Cook County Clerk's Office



END OF RECORDED DOCUMENT