

203

DEED IN TRUST

26 636 282

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Christopher Ward, divorced and not since remarried of the County of Cook and State of Illinois, for and in consideration of the sum of TEN DOLLARS AND NO 00/100-----Dollars (\$ 10.00-----), in part, and of 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 1st day of October 19 82, and known as Trust Number 4690, the following described real estate in the County of Cook and State of Illinois to wit: Street address: Legal description:

242-80-69

Lot 11 in Block 1 in Highland Meadows, being a Subdivision of parts of the Southwest 1/4 of Section 27, the south east 1/4 of Section 28, and part of Lot 1 in Reisler's Subdivision, all in Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded in said Highland Meadows on November 21, 1978 as Document 2473165, in Cook County, Illinois.

02-28-40-034

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 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 or successor in it 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, on 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 to grant to such successor or successor in it all of the title, estate, powers and authorities vested in said Trustee, to lease said real estate, or any part thereof, 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 using 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, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to do all with said real estate and every part thereof in so 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 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 the same 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 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 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 it, his or their predecessor in trust.

This conveyance is made upon the express understandings and conditions that neither Amalgamated Trust & Savings Bank individual or 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 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 amendments thereof, 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 of 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, or as executor, trustee and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only insofar as the trust property and funds to 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 solely in the earnings, avails and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall be interested, 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 waive and release 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, Christopher Ward, hereunto set his hand and seal, this 24th day of June 1983. [SEAL] Christopher Ward [SEAL]

I, Karoline Nelson, a Notary Public in and for said County of Cook in the State aforesaid, do hereby certify that Christopher Ward, divorced and not since remarried

personally known to me to be the same person whose name is Karoline Nelson subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is the grantor of the instrument, and that he executed the same as his 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 notary seal this 27th day of June 1983. Karoline Nelson Notary Public My commission expires 5-23-87

10.00

This space for affixing Riders and Remarks. This transaction is exempt from taxation under Paragraph 4 of the Illinois Transfer Act.

26 636 282

Document Number

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

THIS INSTRUMENT PREPARED BY: Katharine E. Blumenthal One W. Monroe Street Chicago, Illinois 60603

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Richard J. Blawie
REC'D

1993 JUL 13 PM 1:45

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT