

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, AETNA DEVELOPMENT CORPORATION, an Illinois corporation, 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 unto AMALGAMATED TRUST & SAVINGS BANK, One W. Monroe St., Chicago, IL 60603 an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 10th

day of November 19 86, and known as Trust Number 5214, the following described real estate in the County of Cook and State of Illinois, to wit:

Street address: 115 North LaGrange Road, LaGrange, Illinois

Legal description:

LOTS 4 AND 5 IN LYMAN'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NOS. 18-04-201-003 AND 18-04-201-004

DEPT 01 RECORDING #0841 C * 8-55636 #0841 C * 8-55636 TRAN 0403 11/21/86 15:51:00

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 or lease, to convey either with or without consideration, to receive 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 all 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 the future and upon any terms and for any period or periods of time, not exceeding ten (10) years, to execute and deliver every deed, trust deed, lease, mortgage, pledge or other instrument, to grant payments of charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate, 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 having 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 to 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 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 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, pledge 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 the, 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 of the subject to any claim, judgment or decree for payment of or by 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 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 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing of 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, rents 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, rents and proceeds thereof as aforesaid, the intention thereof being to vest in said Amalgamated Trust & Savings Bank the entire legal and equitable title in as 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 statute of the State of Illinois, providing for redemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set its hand, and seal, this 10th day of November 19 86

ATTEST: Sarah Bromberg, Secretary [SEAL] AETNA DEVELOPMENT CORPORATION [SEAL] By George D. Hanus, President [SEAL]

STATE OF ILLINOIS } Carol Jaworski, a Notary Public in and for said County of COOK } County, in the State aforesaid, do hereby certify that George D. Hanus, President and Sarah Bromberg, Secretary, of Aetna Development Corporation,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that they 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 redemption.

GIVEN under my hand and seal this 10th day of November A.D. 19 86

April 17, 1988 Notary Public

This space for affixing Riders and Revenue Stamps

EXEMPT UNDER PROVISIONS OF PARAGRAPH (e) SECTION 4, REAL ESTATE TRANSFER TAX ACT

Date: 11-10-86

Document Number

88535636

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

THIS INSTRUMENT PREPARED BY: George D. Hanus 333 W. Wacker Dr. Ste. 1120 Chicago, IL 60606

UNOFFICIAL COPY

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