

The above space for recording use only

FULL INDENTURE WITNESSETH, THAT THE GRANTOR, S, OSCAR SCHWARTZ and RUTH SCHWARTZ of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN and 00/100 Dollars (\$ 10.00), in hand paid, 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 15th day of APRIL 1987, and known as Trust Number 5201, the following described real estate in the County of COOK and State of ILLINOIS, to wit: Street address: 6100 N. CALDWELL Avenue, Chicago, Illinois

Legal description: LOTS ONE (1), TWO (2) AND THREE (3) IN BLOCK ONE (1) IN BILLY CALDWELL'S PARKVIEW, BEING A SUBDIVISION IN THE ORIGINAL LOT TWO (2) IN BILLY CALDWELL'S RESERVE IN TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE NORTHEAST 1/2 OF THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHWESTERLY OF AND ADJOINING TO LOTS 1,2, AND 3 AFORESAID IN COOK COUNTY ILLINOIS ALSO THE SOUTHWESTERLY 1/2 OF THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING NORTHEASTERLY OF AND ADJOINING TO THE SOUTHEASTERLY 7 FEET OF LOT 9 AND LOTS 10, 11, AND 12 AFORESAID IN COOK COUNTY, ILLINOIS.

P. I. N. 13-04-212-004 13-04-212-005 13-04-212-006

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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, highway or alleys and to create any subdivision or part thereof, and to resubdivide said real estate as often as desired, to grant options to purchase, in all or 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 any successor or successors in trust all of the title, estate, power, and authority vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber a part of said real estate, or any part thereof, or any part thereof, from time to time, in possession or reversion, by lease or otherwise 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 ten years, and to renew or extend such lease upon any terms and for any period or periods of time, not exceeding the term of the lease and the terms and provisions thereof at any time or times hereafter, in contrast to such leases and to grant options to lease and options to renew leases and to purchase the whole or any part of the reversion and to grant or reserve the amount of present or future rentals, to partition or divide said real estate, or any part thereof, for other real or personal interests, to grant easements or thereto 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 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, 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 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 any jurisdiction) 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 instrument 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 instrument 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 in execute and deliver every such deed, trust deed, 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 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 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 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 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 as far as the trust property and the actual possession of the Trustee shall be applicable for the payment and discharge thereof. Any person and corporations whomsoever 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 in 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, 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 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 any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, S, aforesaid have hereunto set their hands and seals this 15th day of April 1987. Oscar Schwartz [SEAL] Ruth Schwartz [SEAL]

STATE OF Illinois ) PAUL S. SHAPIRO ) a Notary Public in and for said County of Cook ) as County, in the State aforesaid, do hereby certify that OSCAR SCHWARTZ and RUTH SCHWARTZ

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 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 15th day of April A.D., 1987. Paul S. Shapiro Notary Public My commission expires MAY 18, 1989

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1987/4/15  
Buyer, Seller or Recipient's Name

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS A TRANSACTION EXEMPT FROM TRANSACTION TAX UNDER THE CHICAGO TRANSACTION TAX ORDINANCE BY PARAGRAPH 10.2 OF SECTION 2001.286 OF SAID ORDINANCE.

This space for affixing Riders and Revenue Stamps

Mail to: Amalgamated Bank ONE WEST MONROE CHICAGO, ILLINOIS 60601 Attention: TRUST DEPARTMENT BOX 333

THIS INSTRUMENT PREPARED BY: Paul S. Shapiro 188 W. Randolph, #927 Chicago, Illinois 60601

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$12.00  
T#1111 TRAN 1179 04/21/87 15:25:00  
#3223 #A \*87-210564  
COOK COUNTY RECORDER

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