

DEED IN TRUST

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C-4501

The above space for recorder's use only

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, GEORGE D. HANUS, a married person, 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, Copye, a quit-claims and Warranty unto AMALGAMATED TRUST & SAVINGS BANK/ an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 23rd day of April 19 87, and known as Trust Number 5258, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: 5893 S. Archer Avenue, Chicago, Illinois 60638

Legal description:

LEGAL DESCRIPTION IS ATTACHED

THIS PROPERTY IS NOT HOMESTEAD PROPERTY.

Permanent Index Nos. 19-38-428-046 H.D.O. Council 1 062 11-13 063 11-11 045 S. ARCHER CHICAGO, IL

TO HAVE AND TO HOLD the said real estate with the appurtenance, 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 ways and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, 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 of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber any part thereof, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, 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 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 in contract, respecting the manner of fixing 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 incident 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 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 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 fully vested with all the title, estate, rights, powers, authorities, duties and obligations of him, 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, judgement or decree for anything if 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 thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived, released, discharged, 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 associations 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, avails 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, 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 the real estate, 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, releases and discharges, 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 hereunto set his hand and seal this 30th day of April 19 87. [Signature: George D. Hanus] [SEAL]

STATE OF ILLINOIS, I, Sarah Bromberg, a Notary Public in and for said County of C. O. Q. K. County, in the State aforesaid, do hereby certify that George D. Hanus, a married person,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument 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 notarial seal this 30th day of April A.D., 19 87. [Signature: Sarah Bromberg] Notary Public My commission expires MAY 07, 1989

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

EXEMPT UNDER PROVISIONS OF SEC. 200-1-2B6 CHICAGO TRANSACTION TAX ORDINANCE

EXEMPT UNDER PROVISIONS OF PARAGRAPH (e), SECTION 4 LAND TRUST RECORDATION AND TRANSFER TAX ACT

Document Number

Dated: April 30, 1987

This space for affixing Riders and Revenue Stamps

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[Faint, illegible text from a document, possibly a contract or legal notice, is visible through the paper.]

Property of Cook County Clerk's Office



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0 7 2 3 3 0 3 5

DEPT-01 RECORDING \$12.00
T#1111 TRAN 3516 05/01/87 09:57:00
#8386 # A *-87-233835
COOK COUNTY RECORDER

Schedule A - Legal Description

***PARCEL 1:

That part of Lot 43 lying North of Indiana Belt Harbor Railroad right of way (except that part thereof falling within the lands and right of way of the Terminal Railroad Company and the Chicago and Western Indiana Railroad Company) in the subdivision of that part of the South East quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the Center line of Archer Avenue, Cook County, Illinois (except that part condemned by the Department of Public Works and Building of the State of Illinois by case No. 60S18536).

PARCEL 2:

All of that part of Lots 41 and 42 in the Subdivision of that part of the South East quarter of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian lying South of the Center line of Archer Avenue lying North of the following described lines: Beginning at a point in the West Line of Lot 41 where it intersects the Northwesterly line of a parcel of land conveyed by James T. Maher to Terminal Railroad Company by deed dated October 30, 1896 and recorded January 7, 1898 in Deed Record Book No. 6220 at Page 109, said Northwesterly line being a curved line convex to the North West and having a radius of 903.80 feet; thence Northeasterly along the continuation of the aforesaid curved line to its intersection with the East line of said Lot 41; thence Northeasterly along a straight line to a point in the East line of Lot 42, said point being 245.22 feet North of the South East Corner of Lot 42, all in Cook County, Illinois.

EXCEPTING:

The West 102.00 feet, as measured on the North line thereof, of all of that part of Lot 41 in the Subdivision of that part of the South East quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the center line of Archer Avenue; lying North of the following described lines: Beginning at a point in the West line of Lot 41 where it intersects the Northwesterly line of a parcel of land conveyed by James T. Maher to Terminal Railroad Company by deed dated October 30, 1896 and recorded January 7, 1898 in Deed Record Book No. 6220 at Page 209, said Northwesterly line being a curved line convex to the North West and having a radius of 903.80 feet; thence Northeasterly along the continuation of the aforesaid curved line to its intersection with the East line of said Lot 41; all in Cook County, Illinois.***

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Schedule A -- Legal Description

PARCEL 1

That part of lot 43 lying North of Indiana Bell Harbor Railroad right of way (except that part thereof falling within the lands and right of way of the Terminal Railroad Company and the Chicago and Western Indiana Railroad Company) in the subdivision of that part of the South East portion of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the West line of Archer Avenue, Cook County, Illinois (except that part contained by the present ment of Public Works and existing in the State of Illinois by map No. 503233).

TARGET 1:

All of that part of lots 41 and 42 in the subdivision of that part of the South East portion of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian lying South of the center line of Archer Avenue lying South of the following described line: Beginning at a point in the West line of lot 41 where it intersects the North-south line of a parcel of land conveyed by James T. Fisher to Terminal Railroad Company by deed dated October 10, 1895 and recorded January 7, 1908 in Cook County No. 4399 at page 309, said North-south line being a curved line convex to the West line and having a radius of 855.80 feet; thence North-south along the continuation of the aforesaid curved line to its intersection with the East line of said lot 41; thence North-south along a straight line to a point in the East line of lot 42, said point being 288.33 feet North of the South East corner of lot 41, all in Cook County, Illinois.

EXCEPTING:

The West 101.00 feet, as measured on the North line thereof, of all of that part of lot 41 in the subdivision of that part of the South East portion of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the center line of Archer Avenue; lying North of the following described line: Beginning at a point in the West line of lot 41 where it intersects the North-south line of a parcel of land conveyed by James T. Fisher to Terminal Railroad Company by deed dated October 10, 1895 and recorded January 7, 1908 in Cook County No. 4399 at page 309, said North-south line being a curved line convex to the North West and having a radius of 907.50 feet; thence North-south along the continuation of the aforesaid curved line to its intersection with the East line of said lot 41; all in Cook County, Illinois.

