

The above space for recorder's use only

71-64-697 B3
Staten 6540

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, George D. Hanus, *who is married to Barbara Hanus* of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warrant S unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of November 19 88, and known as Trust Number 5398, the following described real estate in the County of Cook and State of Illinois to wit: Street address: 5945 Archer Avenue, Chicago, Illinois

12.00

See Exhibit A attached hereto and made a part hereof.

Real Estate Tax ID No. 19-08-428-038-0000
19-08-428-054-0000

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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THIS IS NOT HOMESTEAD PROPERTY

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 of any part thereof, to dedicate parks, streets, highways, or alleys, and to subdivide any subdivision of part thereof, and to resubdivide said real estate as often as desired, in contract 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 of 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 lease to commence in present or a 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 the term 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 in writing 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 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 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 that the application of any proceeds 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 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 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 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 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 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 done or by them 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, 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 to 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 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 distribution thereof being to vest in said Amalgamated Trust & Savings Bank the entire legal and equitable title, in so simple, in and in 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 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 his hand and seal this 26th day of January 1989
George D. Hanus [SEAL]

STATE OF Illinois }
County of Cook } as Thomas H Page, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
GEORGE D. HANUS

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 signed, sealed and delivered the said 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 seal this 26th day of January, A.D. 1989

" OFFICIAL SEAL "
THOMAS H. PAGE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/16/92

Thomas H Page
Notary Public

This space for affixing Riders and Revenue Stamps
Exempt under provisions of Paragraph e, Section 4,
Real Estate Transfer Tax Act.
1/26/89
Thomas H Page, Notary Public
Date

89041677

Document Number

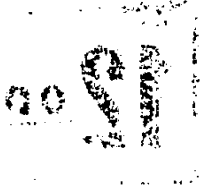
Mail to: Amalgamated Bank
ONE WEST MONROE
CHICAGO, ILLINOIS 60603
Attention: TRUST DEPARTMENT

Box 333

THIS INSTRUMENT PREPARED BY:
Thomas H. Page, Barack, Ferrazzano, Kirschbaum & Perlman
333 West Wacker Drive
Chicago, IL 60606

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

- PARCEL 1: That part of Lot 39 commencing at the Northwest corner thereof, thence South parallel with the West line of said Lot 39, 40.66 feet to a point of beginning on the South line of the right of way of Archer Avenue, thence Northeasterly along said South line of the right of way of Archer Avenue, 100 feet, thence South parallel with the said West line of Lot 39, 125 feet, thence Southwesterly parallel with said South line of the right of way of Archer Avenue, 100 feet, thence North along said West line of Lot 39, 125 feet, to the point of beginning in Subdivision of that part of the Southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the center line of Archer Avenue, in Cook County, Illinois
- PARCEL 2: The West 28.08 feet of the East 98.08 feet of Lot 39, (except that part lying in Archer Avenue and except the South 211 feet thereof), in the Subdivision of that part of the Southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the center line of Archer Avenue.
- PARCEL 3: A non-exclusive easement for ingress and egress over that portion of the West 16 feet of the following described property lying North of a line 20 feet South of, and parallel to, the Northerly lot line of said property, which property is described as follows: The West 50 feet of the East 70 feet of that part of Lot 39 lying South of Archer Avenue, and the West 50 feet of the East 70 feet of Lot 44 lying Northwesterly of the right of way of the Indiana Harbor Belt Railroad in the Subdivision of that part of the Southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the center line of Archer Avenue.

ADDRESS:

5945 Archer Avenue
Chicago, Illinois

P.I.N.:

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Clerk's Office