

WAR WARRANTY

Deed in Trust

UNOFFICIAL COPY

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2000-01-14 12:30:53
Cook County Recorder 25.50



00036453

RETURN TO:

Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, Illinois 60610-3287

[Handwritten signature]

Grantor(s) JOZEF FILIP, married

JANINA FILIP, HIS WIFE

and the County of COOK

RECORDERS USE ONLY

and State of ILLINOIS, for and in consideration of TEN (\$10.00)

Dollars (\$ 10.00), and other valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) unto COSMOPOLITAN BANK AND TRUST, 801 NORTH CLARK STREET, Chicago, Illinois 60610-3287, a corporation of Illinois, duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 27-TH day of DECEMBER in the year 1999, and known as trust number 31114, the following described real estate in COOK County, Illinois, together with the appurtenances attached thereto:

HERITAGE TITLE COMPANY

SEE EXHIBIT "A" ATTACHED HERETO, INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF

THIS PROPERTY IS NOT HOMESTEAD PROPERTY WITH RESPECT TO JANINA FILIP, THE SPOUSE OF THE GRANTOR HEREIN

NOTE: If additional space is required for legal - attach on separate 8 1/2 x 11 sheet.

SUBJECT TO:

ADDRESS OF PROPERTY: 4927-29 N. LESTER, UNIT 103, CHICAGO, ILLINOIS 60630
PIN: 13-09-318-005-0000

TO HAVE AND TO HOLD said real estate with the appurtenances, on the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority 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, to vacate any subdivision or part thereof, to resubdivide said real estate as often as desired, to 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 leases to commence in presenti or in futuro, and on any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, to renew or extend leases on any terms and for any period or periods of time, 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, to 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 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.

City of Chicago

Dept. of Revenue

218959

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Real Estate

Transfer Stamp

\$712.50

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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 said 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 on or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Deed 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 Deed 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 its, his, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Cosmopolitan Bank and Trust, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim or judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about said real estate or under the provisions of this Deed or said first mentioned 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 and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee/Grantee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said latter Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee/Grantee, in its own name, as Trustee of an express trust and not individually (and the Trustee/Grantee 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/Grantee shall be applicable for the payment and discharge thereof). All persons and corporations who hereafter and whatsoever shall be charged with notice of this condition from the date of the filing for recording and/or filing 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 thereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Cosmopolitan Bank and Trust as Trustee, the entire legal and equitable title in fee simple, in and to all of said real estate.

If the title to any of said 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.

Grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, Grantor(s) ha S signed this deed, this 5-TH day of JANUARY in the year 2000

[Handwritten Signature]
JOZEF FILIP

State of ILLINOIS
County of COOK } **SS**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOZEF FILIP, MARRIED TO JANINA FILIP, HIS WIFE

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.

THIS DEED PREPARED BY: STANLEY CZAJA, ATTORNEY AT LAW, 6121 N. NORTHWEST, CHICAGO, IL 60631
NAME & ADDRESS OF TAXPAYER:

Given under my hand and notarial seal this 5-TH day of JANUARY in the year 2000
OFFICIAL SEAL
STANLEY CZAJA
NOTARY PUBLIC STATE OF ILLINOIS
Notary Public COMMISSION EXPIRES: 07/30/01
TOTAL P: 024

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EXHIBIT "A"

ADDRESS OF PROPERTY: 4927-29 N. LESTER, UNIT 103, CHICAGO, ILLINOIS
60630

PERMANENT INDEX NO : 13-09-318-005-0000

LEGAL DESCRIPTION

PARCEL 1:

UNIT 103 IN THE LESTER POINTE CONDOMINIUM AS DELINEATED
ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 16 IN BLOCK 15 IN THE VILLAGE OF JEFFERSON, A SUBDIVISION IN
SECTION 8, 9, AND 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
WHICH SURVEY IS ATTACHED AS EXHIBIT "1" TO THE DECLARATION OF
CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON
DECEMBER 29, 1999 AS DOCUMENT 09205100, TOGETHER WITH ITS
UNDIVIDED INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. 103, A
LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION
OF CONDOMINIUM AND SURVEY ATTACHED HERETO IN COOK
COUNTY, ILLINOIS.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND
ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT
DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID
UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND
GRANTOR RESERVES TO HIMSELF, HIS SUCCESSORS AND ASSIGNS, THE RIGHTS
AND EASEMENTS SET FORTH HEREIN. THIS DEED IS SUBJECT TO ALL RIGHTS,
EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID
DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION
WERE RECITED AND STIPULATED AT LENGTH HEREIN.

GRANTOR HEREBY STATES, WARRANTS AND AFFIRMS THAT THE TENANT OF THE
UNIT EITHER WAIVED OR FAILED TO EXERCISE THE OPTION TO PURCHASE THE
SUBJECT UNIT.

