

The above space for recorder's use

THIS INDENTURE WITNESSETH, That the Grantor,
JESSE L. BUTLER AND GLENNIE M. BUTLER, HIS WIFE

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 unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 7th day of November 1981, and known as Trust Number 27027, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 1 and 2 in Block 1 in Ward's Subdivision of the East quarter of the West half of the South East quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying North of Lake Street (except the East 33 feet and the North 395 feet lying South of the railroad right of way), in Cook County, Illinois.

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
JAN 20 02
RE. 11131
93.00

SUBJECT TO Restrictions and conditions of record.

*** FOR PURPOSE OF RE-RECORDING TO REFLECT CORRECT TRUST DATE ***

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon 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 and to convey any subdivision of part thereof, and 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 present or in futuro, and upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and conditions thereof, 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 conditions thereof, 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 appurtenant to said real estate or any part thereof, and for any person owning the same to deal with said real estate and every part thereof in all other ways and for all other considerations as it would be lawful for any person dealing with said real estate and every part thereof, 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, 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 (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance shall be conclusive evidence in favor of the Trustee in all amendments thereof, if any, and binding upon all beneficiaries under said Trust Agreement and in said Trust Agreement or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or other instrument 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 or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither The Cosmopolitan National Bank of Chicago, 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 thereto, or for injury to person or property happening to 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 and released, in its own name, as Trustee of an express trust and discharge thereof. All 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 funds in the actual possession of the Trustee shall be charged with notice of this condition from the date of the filing for record of 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, 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 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 The Cosmopolitan National Bank of Chicago the entire legal and equitable title in 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 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hand S and seal S this 7th day of November 1981

"THIS INSTRUMENT WAS PREPARED BY"
BURTON T. WITT 3324 W. DIVERSEY AVE.
ATTORNEY AT LAW CHICAGO, ILL. 60647

Jesse L. Butler [SEAL]
Glennie M. Butler [SEAL]

I, Elaine Erchull a Notary Public in and for said County, in the state aforesaid, do hereby certify that JESSE L. BUTLER AND GLENNIE M. BUTLER, HIS WIFE

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 7th day of November 1981

NOTARY PUBLIC
ELAINE ERCHULL

This Deed MUST be returned to:
The Cosmopolitan National Bank of Chicago
Box No. 626

214-220 North Homan, Chicago, IL 60624
For information only insert street address of above described property.

68-50-470 A
Re-Recorded To Reflect THE CORRECT TRUST DATE OF 11-4-81.

CANCELLED
JAN 20 1982
C.T.I.

CANCELLED
JAN 20 1982
C.T.I.

10c

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO
1099 NORTH Homan Street
CHICAGO, ILLINOIS 60610

UNOFFICIAL COPY

Property of Cook County Clerk's Office

William R. Olson
RECORDER OF DEEDS
66521193

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1982 JAN 20 AM 10:44