

# UNOFFICIAL COPY

First American Title  
Order # 1158526

## WARRANTY

Deed in Trust

10/14/05



Doc#: 0528702222 Fee: \$28.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 10/14/2005 01:26 PM Pg: 1 of 3

Grantor(s) HENRY SCHMIDT as  
successor trustee under a Trust  
Agreement dated February 17, 1995 and  
known as the Eileen R. Patrias Trust

(Reserved for Recorders Use Only)

County of DuPage  
State of Illinois

for and in consideration of Ten and no/100 Dollars (\$ 10.00), and other valuable consideration,  
receipt of which is hereby acknowledged, convey(s) and warrant(s) unto **COSMOPOLITAN BANK AND  
TRUST**, 801 N. Clark St., 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 31st  
day of August in the year 2005, and known as trust number 32105 the following described real estate in Cook  
County, Illinois, together with the appurtenances attached thereto:

See attached "Exhibit "A"  
LOTS 22 AND 23 IN BLOCK XXXX CAREY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4  
OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, EXCEPT  
THE RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.

303

**Subject to:** General real estate taxes for the second installment of 2004 and for 2005 and subsequent years;  
special assessments confirmed after this contract date; building line and use or occupancy restrictions, conditions  
and covenants of record; zoning laws and ordinances; easements for public utilities; drainage ditches, feeders,  
laterals and drain tile, pipe or other conduit.

TOWN OF CICERO Real Estate Transfer Tax \$200 1/2 10/5  
TOWN OF CICERO Real Estate Transfer Tax \$50 1/2 10/5

ADDRESS OF PROPERTY: 4635 and 4637 W. 19<sup>th</sup> St., Cicero, IL 60804  
P.I.N.: 16-22-305-002-0000 and 16-22-305-003-0000

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, 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 encumbrance 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 commence in praesenti 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 198 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.

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

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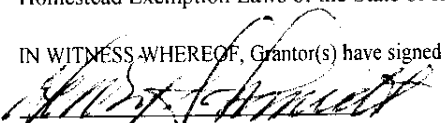
any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of said trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said 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 on 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 for anything it or they or its or their agents or attorney's may do or omit to do in or about 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 and released. Any contract, obligation or indebtedness incurred or entered into by said 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 corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the 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 & Trust, as Trustee the entire 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.

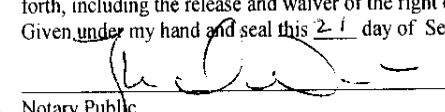
IN WITNESS WHEREOF, Grantor(s) have signed this deed, this 21<sup>st</sup> day of September, 2005

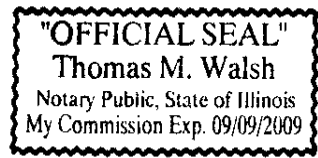
  
HENRY SCHMIDT

State of Illinois ) I, the undersigned, a Notary Public in and for said  
County of DuPage ) County, in the State of Illinois, do hereby certify that

HENRY SCHMIDT

Personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this 21 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 21 day of September, 2005

  
Notary Public



Prepared By: Thomas M. Walsh, Atty. at Law  
921 Curtiss St.  
Downers Grove, IL 60515

Name & Address of Taxpayer:  
**Cosmopolitan Bank & Trust**  
**Trust # 32105**  
**801 N. Clark St.**  
**Chicago, IL 60610**

Mail Recorded Deed to:  
**COSMOPOLITAN BANK & TRUST**  
**801 N. Clark St.**  
**Chicago, IL. 60610**  
**Attn: Land Trust Department**

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## LEGAL DESCRIPTION - EXHIBIT A


Legal Description: LOTS 22 AND 23 IN BLOCK 1 IN CAREY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 16-22-305-002-0000 Vol. 0043 and 16-22-305-003-0000Vol. 0043

Property Address: 4635 and 4637 West 19th Street, Cicero, Illinois 60804

Property of Cook County Clerk's Office

STATE TAX




STATE OF ILLINOIS

OCT. - 3.05

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

COUNTY TAX



COOK COUNTY

OCT. - 3.05

REAL ESTATE TRANSACTION TAX  
REVENUE STAMP

# 0000016797

|                          |
|--------------------------|
| REAL ESTATE TRANSFER TAX |
| 00025.00                 |
| FP 103027                |

# 0000017007

|                          |
|--------------------------|
| REAL ESTATE TRANSFER TAX |
| 00012.50                 |
| FP 103028                |