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QUIT CLAIM Deed in Trust

Grantor(s) <u>Ashleigh Braxton</u>
County ofCook
State of III

Doc#: 0411339045 Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 04/22/2004 10:44 AM Pg: 1 of 3



Doc#: 0533634143 Fee: \$26.50

Eugene "Gene" Moore

Cook County Recorder of Deeds Date: 12/02/2005 02:57 PM Pg: 1 of 2

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for and in consideration of),and other valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) unto COSMOPOLITAN BANK AND TRUST, 801 N. Clark St., Cnicago, Illinois 60610-3287, a corporation of Illinois, duly authorized to accept and execute trusts within the State of Inlinois, as Trustee under the provisions of a certain Trust Agreement dated in the year and known as trust number that following described real estate in Cook County, Illinois, together with the appurtenances attached thereto: Lot 28 (except the South 39 feet thereof) and all of Lot 29 in Block 4 in First Addition to Calumet Gateway being Resubdivision of part of the Calumet and Chicago Canal and Dock Company's Subdivision in Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**This deed is being re-recorded to reflect the correct trust agreement date of February 26, 2002 and known as Trust number 31432 **

PROPERTY ADDRESS: 3945 & NO.

TO HAVE AND TO HOLD said real estate with the appurtenances, on the trusts, and for the user 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 casement 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.

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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 trus' nave 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 her its successor or successors in trust shall incur any personal hability or be subjected to any claim or judgment for any ine 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 ony and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or intered 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 Truste, 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 posse ssion of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and vhatsoever 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 herewas, and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avail; and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be person a property, and no beneficiary thereunder shall have any title or interest, legal or equitable, in or to said real estate as such but only on interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Cosmopolitan Bark & 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 v.or is "in trust" or "upon condition," or "with limitations," or words if similar import, in accordance with the statute in such come made and provided.

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

WHEREOF, Grantor(s) have signed this deed, this 26 day of 10 State of ILLINOIS County of COOK) I, the undersigned, a Notary Public in and for said) County, in the State of Illinois, do hereby certify that Personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person free and voluntary act, for the uses and purposes and acknowledged that ____ signed, sealed and delivered the said instrument as ____ erand waiver of the right of homestead. therein selforth, including the release hand and seal Notary Public

Prepared By:

Name & Address of Taxpayer:

Mail Recorded Deed to COSMOPOLITAN BANK & TRUST 801 N. Clark St.

Chicago, IL. 60610 Attn: Land Trust Department