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QUIT-CLAIMS  
WARRANTY DEED IN TRUST

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Shirley R. Olsen*  
RECORDER OF DEEDS

60 68 199 LD

OCT 28 1971 9 41 AM 21 689 151

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112-3  
FORM 773 BANK FORMS, INC.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Hilda Huppert, a spinster,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$ 10.00),

and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveyed and quit-claims 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 Trustees under the provisions of a certain Trust Agreement, dated the 14th day of September, 1971, and known as Trust Number 19875

the following described real estate in the County of Cook and State of Illinois, to-wit:  
FOR LEGAL DESCRIPTION SEE RIDER ATTACHED HERETO WHICH IS EXPRESSLY INCORPORATED HERETO AND IS MADE A PART HEREOF.

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DESCRIPTION OF PROPERTY LOCATED AT 1606 - 1610 MAIN STREET  
MELROSE PARK, ILLINOIS.

A tract of land described as follows: Beginning at the intersection of the West line (if extended) of 16th Avenue with the North line of the right of way of the Chicago and North Western Railway, thence running Westerly on said North line to the center line (if extended) of the alley in Block 87, thence North on said center line to the South line of First (Main) Street, thence Easterly along said South line to said West line of 16th Avenue and thence South along said last mentioned line to the place of beginning, also the 33 foot strip measured at right angles East of and adjoining said described premises (except these parts described as follows: Beginning at the intersection of the West line (if extended South) of 16th Avenue with the Northerly line of the right of way of the Chicago and North Western Railway, thence running Westerly on said Northerly right of way line a distance of 87 feet, thence running North parallel with the West line (if extended South) of 16th Avenue a distance of 60 feet, thence running Easterly along a line a distance of 85.98 feet to the intersection of said line with the West line of 16th Avenue (if extended South) at a point 68 feet North of the point of beginning, thence South along the West line of 16th Avenue (if extended South) 68 feet to the point of beginning, also except the following: Beginning at the intersection of the West line (if extended South) of 16th Avenue with the Northerly line of the right of way of the Chicago and North Western Railway, thence running Easterly along said Northerly right of way line, a distance of 33.51 feet to the center line (if extended South) of 16th Avenue, it being 33 feet East of (measured at right angles to) the West line (if extended South) of 16th Avenue, thence North along a line 33 feet East of (measured at right angles to) and parallel with the West line (if extended South) of 16th Avenue a distance of 68 feet to a point, thence westerly along a line parallel with the Northerly right of way line of said Railway a distance of 33.51 feet to the intersection of said parallel line with the West line (if extended South) of 16th Avenue, thence South along the West line (if extended South) of 16th Avenue a distance of 68 feet to the point of beginning) all of said premises lying and being in Melrose, a subdivision of parts of Sections 3 and 10, Township 39 North, Range 12, East of the Third Principal Meridian;

*Hilda Huppert*

NO TAXABLE CONSIDERATION  
21 689 151

Subject to covenants and restrictions of record and to easement contained in deed from Alfonso Clauss to Commonwealth Edison Company, dated May 27, 1955, and recorded as document 16250932. Subject also to general real estate taxes for the year 1963 and subsequent.

# UNOFFICIAL COPY

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SUBJECT TO

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 vacate any subdivision or part thereof, and to redivide 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 grant to such successor or successors in trust all of the title, estate, interest, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the 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 leases 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 purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, 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 hereof 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 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 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 Indenture 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 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 said Trustee or his or their predecessor in trust.

This conveyance is made upon the express understanding and agreement 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 in or about said real estate, and any 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 Trustee, or its agent, or its attorney, or its successor or successors in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, or its agent, or its attorney, or its successor or successors in fact, individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only 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 Trustee 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 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 the exemption of homesteads from sale on execution or other writs.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 14th day of September 1971

[SEAL] Hilda Huppert [SEAL]  
[SEAL] [SEAL]  
State of ILLINOIS )  
County of COOK ) SS. SANDRA L. KAWUCHA a Notary Public in and for said county, in the state aforesaid, do hereby certify that HILDA HUPPERT, a spinster, personally known to me to be the same person whose name is she signed, sealed and delivered the said instrument as her 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 19th day of October 1971  
Sandra L. Kawucha  
Notary Public

The Cosmopolitan National Bank of Chicago  
Box No. 626  
1606-1610 Main St, Melrose Pk., Ill.  
For information only insert street address of above described property.

This space for affixing Stamps and Revenue Stamps

NO TAXABLE CONSIDERATION

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO  
801 NORTH CLARK STREET  
CHICAGO 10, ILLINOIS

Document Number

21 689 151

END OF RECORDED DOCUMENT