

WARRANTY DEED IN TRUST

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

21 997 844

*William R. Olson*  
RECORDER OF DEEDS

AUG 1 1972 1 28 PM

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FORM 2752 BANK FORMS, INC.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, JEANNETTE SACHS, a widow,

of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100 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 Trustees under the provisions of a certain Trust Agreement, dated the 30th day of June, 1972, and known as Trust Number 20239, the following described real estate in the County of Cook and State of Illinois, to-wit:

500

370-9  
21-997-844-19

Unit No. 5534 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lot 8 (Except the South 2 feet thereof) in Block 59 in Hopkin's Addition to Hyde Park in the North East Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, according to plat thereof recorded on July 14, 1971 as Document No. 21546123, which survey is attached as Exhibit "A" to Declaration made by LIVNAYE TRUST AND SAVINGS BANK as Trustee under Trust No. 5724 and recorded in the office of the Recorder of Cook County as Document No. 21546123, together with an undivided 10.818 % interest in said parcel, (excepting from said parcel all the property and space comprising all of the units thereof as defined and set forth in said Declaration and survey). Said property being commonly known as 5534-36 South Dorchester Avenue, Chicago, Illinois.

TO HAVE AND TO HOLD the same unto said party of the second part forever. Grantor also hereby grants to Grantee, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property as set forth in the aforementioned Declaration and as set forth in the Declaration recorded as Document No. 21546123 and the party of the first part reserves to itself, its successor, and assigns the rights and easements set forth in said declarations for the benefit of the remaining property described therein.

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NOTION

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declarations the same as though the provisions of said Declarations were recited and stipulated at length herein;

Recorder's Office

Property of Cook

LEGAL DESCRIPTION ATTACHED

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 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 each 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 lease 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 and 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 and 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 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 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, (f) 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, (g) that no conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture 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 that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are duly vested with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Cosmopolitan National Bank of Chicago, 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 amendments, therein, or for injury to person or property happening in or about said real estate, 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 (to separate) 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 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.

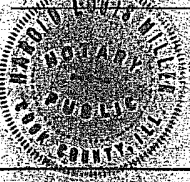
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note as far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

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 aforesaid has hereunto set her hand and seal this 11th day of July 1972.

[SEAL] Jeannette Sachs [SEAL]

State of Illinois, I, Harold Louis Miller, a Notary Public in and for said County, in County of Cook, SS, the state aforesaid, do hereby certify that JEANNETTE SACHS, a widow,



personally known to me to be the same person, whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 11th day of July 1972.

[Signature] Notary Public

The Cosmopolitan National Bank of Chicago, Bank No. 606

5534-1 South Dorchester, Chicago, Ill. For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps

NO TAXABLE CONSIDERATION

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

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