

#32
Quit CLAIM
PROPERTY DEED IN TRUST

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Edw. R. Olson
RECORDER OF DEEDS

21 249 566

21249566

AUG 27 1970 2 13 PM
59-71-284

The above space for recorder's use only

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

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars and other good and Valuable Consideration \$10.00, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and WARRANT 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 first day of August 1970, and known as Trust Number 19258 the following described real estate in the County of Cook and State of Illinois, to-wit:

500

Unit 2-E, as delineated on survey of the North 75' of the East 140 feet of that portion of Block 6 lying West of the West Line of Madison Avenue in Lyman, Larned and Woodbridges Subdivision of the East 1/2 of the North West 1/4 and the North West 1/4 of the North East 1/4 of Section 11, Township 38 North, Range 14 East of the 3rd Principal Meridian, in Cook County, Illinois, which survey is attached as "Exhibit A" to Declaration of Condominium made by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee under Trust No. 4377, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 21002269.

SUBJECT TO THE FOLLOWING:

Terms, provisions, covenants, conditions and options in and rights and easements established by the Declaration of Condominium Ownership recorded November 3, 1969 as document 21002269.

Limitations and conditions imposed by the Condominium Property Act;

Terms, provisions, limitations and conditions contained in the Urban Renewal Plan recorded August 1, 1961 as document 18240483;

Easement contained in Grant from Berjis A. H. Morowitz and Bertha Morowitz, his wife, to Cosmopolitan National Bank Trust No. 3656 and 3657, dated Feb. 7/55 and recorded Feb. 27/55 as document 16160763 for the use of the West 5 feet of premises in question as a private alley.

Easement contained in Grant from Cosmopolitan National Bank of Chicago, as Trustee under Trust No. 4374, dated February 2, 1968 and recorded February 2, 1968 as document no. 20395603 for the use of the West five (5) feet of the North thirty (30) feet of the South seventy-five (75) feet of premises in question for ingress and egress and as a private alley as therein set forth.

Easement contained in Grant from Cosmopolitan National Bank of Chicago, as Trustee under Trust No. 4379, dated February 2, 1968 and recorded February 2, 1968 as document No. 20395604 for the use of the North one hundred five (105) feet of the East four and one-half (4½) feet of the North one hundred fifty (150) feet of premises in question for ingress and egress and as a private alley as herein set forth.

Building line 30 feet West of West line of Madison Avenue between 48th and 49th Streets in Block 6 aforesaid established by agreement dated July 29/91 and recorded Oct. 9/91 as document 1549054 made by and between David E. Fiske and Marie A. Kennicott.
(Affects premises in question and other property.)

21 249 566

UNOFFICIAL COPY

Property of

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 and vested in said trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to locate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to buy, to lease, 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 do (a) to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, for any term, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not proceeding in the case of any state 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 lease 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 in any of 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 adjacent 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 or 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 for 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 a deficiency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every act, 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 trust, conditions and limitations specified 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 (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 the said Trustee, or their predecessor or 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 arising 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 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 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 whatsoever 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 set 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, to the Registrar of Titles in the State of Illinois is hereby directed, now to give 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 said real estate leads 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 otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 21st day of August 1970

[SEAL] Hilda Huypert [SEAL]
[SEAL] Rae M. Trubler [SEAL]

State of Illinois)
County of Cook) ss. Rae M. Trubler Notary Public in and for said County, in the state aforesaid, do hereby certify that Hilda Huypert, a spinster



personally known to me to be the same person, whose name is 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 21st day of August 1970
Rae M. Trubler
Notary Public

Grantee: 301 N. Clark St.
The Cosmopolitan National Bank of Chicago
Box No. 626

For information only insert street address of above described property.

This space for affixing Index and Service Stamps

NO TAXABLE CONSIDERATION

The Cosmopolitan National Bank of Chicago

301 N. Clark Street

Chicago, Illinois 60690

Branch Number

21 249 506