

UNOFFICIAL COPY

Sidney R. Olsen

WARRANTY DEED IN TRUST

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SLP-25-70 127747

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ANTHONY LICATA III and JUDITH LICATA, his wife of the County of COOK and State of ILLINOIS, for and in consideration of the sum of _____ Dollars (\$ _____), 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 23rd day of September 1970, and known as Trust Number 24234 the following described real estate in the County of COOK and State of Illinois, to-wit:

LOT 11 IN SUB. BLOCK 6 OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 execute any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, or sell on any terms, to contract 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 contract, 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 present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend lease upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 partition or to exchange said real estate, or any part thereof, with 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 claim or reversion 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 aforesaid, 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 by said Trustee, or any successor in trust, in relation to said real estate, to execute or deliver any deed, mortgage, lease or other instrument executed pursuant to the terms of this Indenture and by said Trust Agreement, and to execute or deliver any deed, mortgage, lease or other instrument executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and holding upon all beneficiaries thereunder, 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 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 Trust or of said successor 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 to 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 and all such liability being hereby 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 and said Trust Agreement as their attorney-in-fact, hereby expressly appointed for such purposes, or at the election of the Trustee, in the name of 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 to 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 of 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 interest 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 herein described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby notified that the Registrar of Titles 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 include the Trust 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 the benefit 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 S aforesaid ha S hereunto set their S and seal this 24th day of September 1970.

[Signature] [SEAL] [Signature] [SEAL]

State of ILLINOIS 1. MARVIN H. GLICK, a Notary Public in and for said County, County of COOK do hereby certify that ANTHONY LICATA III and JUDITH LICATA, his wife

personally known to me to be the same person S whose name S are they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 24th day of September 1970.

[Signature] Notary Public

The Cosmopolitan National Bank of Chicago
Box No. 626

For information only insert street address of above described property.

END OF RECORDED DOCUMENT