

# UNOFFICIAL COPY

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QUIT-CLAIM  
DEED IN TRUST

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Shirley R. Olson  
RECORDER OF DEEDS

Dec 3 70 9 43 AM

21 333 443

21333443

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),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and  
witness 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 10th day of November, 1970 and known as Trust Number 19405  
the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots one (1), two (2), three (3) and four (4) in William J. Sweeney's  
Subdivision of Lot six (6) in Circuit Court Commissioner's Division  
of that part East of Milwaukee Avenue of the West half (W 1/2) of the  
South half (S 1/2) of the South half (S 1/2) of the Southwest quarter  
(SW 1/4) of Section Twenty-three (23), Township Forty (40) North,  
Range Thirteen (13), East of the Third Principal Meridian, in Cook  
County, Illinois.

500

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 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, to lease, to 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  
future, 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 leases upon 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 assign 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 rights of any kind,  
owning the same to deal with the same, whether similar to or different from the way 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 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  
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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Cosmopolitan National Bank of Chicago, Individ-  
ually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to 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 in the provisions of this  
Deed or said Trust Agreement or any amendment thereto, or for injury to person or property hereinafter 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 beneficiary under said Trust Agreement or their attorney-  
in-fact, hereby irrevocably appointed for such purposes, or at the direction 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 of the debt. 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, hereby being to vest in 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,  
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 real estate 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 otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and  
seal this 10th day of November, 1970.

[SEAL] Hilda Huppert [SEAL]  
[SEAL] [SEAL]

State of ILLINOIS )  
County of C O O K ) SS. Rose M. Trulis is 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 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 20th day of November, 1970.

[SEAL] Rose M. Trulis  
Notary Public

The Cosmopolitan National Bank of Chicago  
Box No. 626

3814-18 W. BELMONT  
For information only insert street address of above described property.  
FACTORY Bldg.

The money for this deed is in full paid to the Recorder of Deeds and the Recorder of Deeds has received the same.

The Cosmopolitan National Bank of Chicago  
Chicago, Illinois  
0909-1111  
Chicago, Illinois  
21 333 443

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END OF RECORDED DOCUMENT