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WARRANTY DEED IN TRUST

RECORDED BY DEPT. OF RECORDS
COCK COUNTY ILLINOIS

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JUL-17-75 656126 • 22401582 • A — Rec

5.00

THIS INDENTURE WITNESSETH, That the Grantor, HILDA HUPPERT, a Spinster
101 North Clark Street, Chicago
of the County of Cook and State of Illinois, for and in consideration of the sum of TEN & 00/100ths Dollars (\$10.00), in hand paid and of 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 24 day of April, 1973, and known as Trust Number 20680 the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE ATTACHED RECORDS

5.00

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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 otherwise said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide 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 such 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 commencing 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 lease a 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 in any and all the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and 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 proceeds of future rentals to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or other rights of any kind, to release, convey or assign any title or interest in or about or 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, and to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or to be obligated to see that the trust has been complied with, or to be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or to 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 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 thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was 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, 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, 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 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 use 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 said The Cosmopolitan National Bank of Chicago the entire legal and equitable title in and to all of the real estate above described. If the title to any of the above real estate in now or hereafter registered, the Registrar of Titles hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial of 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 30th day of April 1973.

JOHN J. CANELLA, Notary Public in and for said County, in the state aforesaid, do hereby certify that HILDA HUPPERT, a Spinster of Cook County, Illinois, residing at 101 North Clark Street, Chicago, Illinois

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 notary seal this 15th day of June 1973.

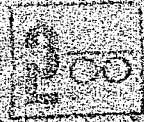
The Cosmopolitan National Bank of Chicago

This space for affixing Return and Revenue Stamp

Office of the Recorder of Deeds
22401582

801 N. Clark Street
Chicago, Illinois 60610

UNOFFICIAL COPY



R I D E R

Unit No. 4-B as delineated on survey of the following described parcel of real estate (hereinafter referred to as (Development Parcel)) Lots 45 and 46 in Frederick H. Bartlett's Palos Township Farms Second Addition being a subdivision of lots 30 to 41 inclusive in Frederick H. Bartlett's Palos Township Farms First Addition being a subdivision of the West 3/4 of the South 1/2 of the South 1/2 of the North West 1/4 also the West 33 feet of the East 1/4 of said south 1/2 of the South 1/2 of the North West 1/4 of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, also the West 3/4 (except the South 33 feet thereof) of the North 1/2 of the North 1/4 of the South West 1/4 and also the West 33 feet of the East 1/4 of said North 1/2 of the North 1/2 of the South West 1/4 of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by G.A.F. Builders, Inc. recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 22, 298,980; together with an undivided 2.25% interest in said Development Parcel (excepting from said Development Parcel all the property and space comprising all the units defined and set forth in said Declaration and Survey).

22-401-582

END OF RECORDED DOCUMENT