

UNOFFICIAL COPY

QUIT-CLAIM

WARRANTY DEED IN TRUST

1973 SEP 7

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RECORDER OF DEEDS COOK COUNTY ILLINOIS

SEP--7-73 681655 • 22470400 • A — Rec

5.00

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, Conveyed and Warranted 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 24th day of August 1973, and known as Trust Number 20854, the following described real estate in the County of Cook and State of Illinois, to-wit:

That part of the South half of Section 36, Township 41 North, Range 9 East of the Third Principal Meridian, described as commencing at a point on the quarter Section line of said South half of said Section 36, which is 1254.0 feet South of the center of said Section 36: thence continuing South on said quarter section line 141.0 feet; thence East 36.70 feet for a point of beginning; thence East 70.0 feet; thence South 138.67 feet; thence West 70.0 feet; thence North 138.67 feet to the point of beginning, in Cook County, Illinois.

Subject to the provisions of Paragraph 2, Section 4, Real Estate Transfer Tax Act

Date 8-24-73 Arthur Chalupa Buyer, Seller or Representative

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the above covenants, 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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any portion or part thereof, and to redivide 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 any successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee to donate, to dedicate, to mortgage, to 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, in case of any single demise the term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding the term of the lease, to grant statements or charges of any kind, purchase the whole or any part of the reversion and to contract respecting the manner of leasing a amount of present or future rentals, to partition or to exchange any real estate or any part thereof, for other real or personal property, to grant statements or charges of any kind, to release, convey or assign any right, 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 mentioned, at any time or times hereafter, and to

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 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 under said Trust Agreement and (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, 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, 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 or their attorneys, not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness) and 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 same. All persons and corporations 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 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 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 any instrument 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 instrument 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 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 24th day of August 1973

[SEAL] Hilda Huppert [SEAL]

State of Illinois I, HILDA HUPPERT, A SPINSTER the undersigned a Notary Public in and for said County, in County of Cook do hereby certify that



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 6th day of September 1973

Robert M. ... Notary Public

The Cosmopolitan National Bank of Chicago Box No. 626

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

Document Number

22470400

END OF RECORDED DOCUMENT