

WARRANTY DEED IN TRUST

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SEP-17-73 6 85609 • 22480298 • A — Rec

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

5.00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE WITNESSETH, That the Grantor, S. John F. Zelasco, Jr., and wife Rossmary Zelasco of the County of Cook and State of Illinois, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), 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 13th day of September, 1973, and known as Trust Number 20878, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 13 in Block 43 in Westwood, being Mills and Son's Subdivision in the West half of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Address of Grantee: 801 North Clark Street, Chicago, Illinois



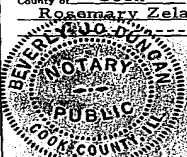
Exempt under provisions of Paragraph Section 4.
Real Estate Transfer Tax Act.
9-13-73 Alhed L. Lewis
Date Buyer, Seller or Representative

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 vary any subdivision 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 such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to mortgage, to lease 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 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, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to lease, to grant options to lease, to grant assignments or changes of any kind, to purchase the whole or any part of the reversion and to contract reselling, in any manner of filing the amount of present or future rentals, to release, convey or assign any right, title or interest in or about or easement 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 in no case shall any party dealing with said Trustee, or any successor or successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, be obliged to inquire into the authority, capacity, or expediency of any act of said Trustee, or 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, capacity, 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, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall constitute 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, (b) 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 in made to a successor or successors in trust, that such successor or successors in trust had been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his 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 in or by or for its or their agents or attorneys may do or omit to do in or about 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 attorneys-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee in its own name, a 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 in severalty, severalty 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, rentals and proceeds thereof as aforesaid, the intention 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 as above described. If the title to any of the above real estate is now or hereafter owned by the Registrar of Titles it is hereby directed to register 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 herewith is a transferred land in accordance with the true intent and meaning of the trust. And the said grantor, S. hereby expressly waive, and release, 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 S. aforesaid have hereunto set their hands and seal this 13th day of September, 1973.
John F. Zelasco, Jr. Rossmary Zelasco
State of Illinois ss. Beverly Jo Duncan a Notary Public in and for said County of Cook the state aforesaid, do hereby certify that John F. Zelasco, Jr. and wife, Rossmary Zelasco



personally known to me to be the same person S. whose name S. 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 notary seal this 13th day of September, 1973. Beverly Jo Duncan Notary Public, State of Illinois MY COMMISSION EXPIRES NOV. 13, 1973

The Cosmopolitan National Bank of Chicago 178 3/4 Westwood Drive, Elmwood Park, Ill. For information only insert street address of above described property.

No Taxable Consideration

This space for affixing Illinois and Revenue Stamps

22480298

END OF RECORDED DOCUMENT