

# UNOFFICIAL COPY

WARRANTY DEED **RECORDED** FILED FOR RECORD

*Anthony J. Olsen*  
RECORDER FOR DEEDS

22 563 424

\*22563424

Dec 5 '73 12 45 PM

The above space for recorder's use only

THIS INDENTURE WITNESSETH That the Grantor **ARTHUR J. SIR and CORINNE A. SIR, HIS WIFE** 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 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 **29th** day of **October** 19**73** and known as Trust Number **20925** the following described real estate in the County of **COOK** and State of Illinois, to-wit:

The North half of Lot three (3) in the Assessor's Division of the North two hundred (200) feet of Block seventeen (17) in Bushnell's Addition to Chicago, in the East half of the South East quarter of Section four (4), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

500

SUBJECT TO General taxes for 1973 and subsequent years, restrictions and conditions of record.

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 redivide said real estate as often as desired, to contract to sell, to grant options to purchase or 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 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 future, and upon any terms and for any period or periods of time, 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 make, to be and to grant options 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 subdivide said real estate, or any part thereof, for 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 about or on, or own, in part or in whole, to said real estate or any part thereof, and to do, 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.

In no case shall any party dealing with said Trustee, or any successor or successors in relation to said real estate, or to whom title to 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 or of 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 the terms of said Trust Agreement, and every document, 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 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 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 (if 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 its, his or their predecessors 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 the successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in 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 thereof, 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 direction of the Trustee, in its own name, as Trustee of an express trust and sue 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 or discharge thereof). All persons and corporations whatsoever shall be charged with notice of this condition from the date of recording hereof for ever.

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, profits and proceeds arising from the sale or any other disposition of said real estate, and no interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or about said real estate as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention hereof being that 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 requested not to register any conveyance of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the deed or agreement or any instrument thereon, or any evidence in support of the same, or to execute any instrument, or to do any act in or about the same 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 or all statutes of the State of Illinois, providing for the redemption of mortgages on execution or otherwise.

In Witness Whereof, the grantor **S** aforesaid as **VS** hereunto **their** and seal **S** of **COOK** County, Illinois, this **29th** day of **November** 19**73**.

*Arthur J. Sir* (SEAL) *Corinne A. Sir* (SEAL)  
**ARTHUR J. SIR** (SEAL) **CORINNE A. SIR** (SEAL)

State of **ILLINOIS** ss. **C. EDWARD HOLTSBERG, JR.** Notary Public in and for said County, in County of **COOK** do hereby certify that **ARTHUR J. SIR and CORINNE A. SIR, HIS WIFE** personally known to me to be the same persons **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 use and purpose therein set forth, (including the release and waiver of the right of redemption).

Given under my hand and official seal this **30th** day of **November** 19**73**.  
*Howard A. Holtsberg*  
**Howard A. Holtsberg**  
1129 North Dearborn, Chicago

The Cosmopolitan National Bank of Chicago  
Box No. 626

COOK CO. NO. 018 31396

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX \$2.50

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO 801 NORTH WABASH STREET CHICAGO, ILL. 60611 22563424

END OF RECORDED DOCUMENT