

UNOFFICIAL COPY

Quick Claim DEED IN TRUST COOK COUNTY, ILLINOIS FILED FOR RECORD

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RECORDED FOR DEEDS

C# 62-65-662 1/2 (2) P# 190

Dec 17 '73 11 44 AM

The above space for recorder's use only #22572814

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 \$10.00 and other good and valuable considerations (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveyed and conveyed 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 April, 1964, and known as Trust Number 14104 the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit No. 201 as delineated on survey of the following described parcel of real estate (hereinafter referred to as development parcel): Lots 10, 11 and 12 in Block 3 in Harlem Quick's Subdivision in the Northeast quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit A to Declaration made by the Pullman Bank and Trust Company, an Illinois corporation, as Trustee under Trust Agreement No. 7180933 dated November 11, 1970 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 17, 1973 as Document No. 22,91310, together with an undivided per cent interest in said development parcel (excepting from the said development parcel the property and space comprising of the units thereof as SUBJECT TO described in and delineated in said declaration and survey).

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, unto the said Trustee, its heirs, assigns, managers, protect and subdivide said real estate or any part thereof, to dedicate, parter, streets, highways or alleys and to vacate, or any division or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell, to grant, 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 leases 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 demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, and to change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases 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 using 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 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 purposes 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 in trust, rely on 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, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, or to see that the same are properly recorded, or to see that 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 terms, 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 said Trustee or his predecessor in trust.

This conveyance 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 any part thereof, or in or about the execution 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 shall be entered into by it in the name of the then beneficiaries under said Trust Agreement, or 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 incurred 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing of this record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under the Deed or any part thereof shall be personal property, and shall be exempt from the claims and any other disposition of said real estate, and each beneficiary 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, profits and proceeds thereof as aforesaid, the intention 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, in the certificate of title or duplicate thereof, or memorial, the words "trust", or "upon condition", or "with limitations" or words of similar import, in accordance with the statute in such cases 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 registered lands is in accordance with the true intent and meaning of this 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 16th day of October, 1973. Hilda Huppert

Illinois, Pat Pociask, 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 she 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 16th day of October, 1973. Notary Public

The Cosmopolitan National Bank of Chicago Box No. 626 414 Clinton Place For information only insert street address of above described property.

NO TAXABLE CONSIDERATION

500

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO 801 NORTH CLAY STREET CHICAGO 10, ILLINOIS

22572814

END OF RECORDED DOCUMENT