

WARRANTY DEED IN TRUST

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RECORDED BY DEPT. OF RECORDS & CLERK COOK COUNTY ILLINOIS

5.00

FORM 2753 BANK FORMS, INC.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Thomas J. Higgins, Pauline J. Higgins, his wife, and Gerald Higgins, their son, as Joint Tenants of the County of Cook and State of Illinois, for and in consideration of the sum of Ten dollars and no /100ths 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 17th day of January, 1966, and known as Trust Number 15929, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 25 in Hull's Subdivision of Block 19 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

This instrument was prepared by: Thomas J. Higgins, 1803 West Ohio Street, Chicago, Illinois



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 vacate any subdivision or part thereof, and to resubdivide 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 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, not exceeding in the case of any single demise the term of 106 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 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 fixing 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 incident 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 all 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 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 be obliged to see that the terms of this instrument be complied with, or be obliged to inquire into the authority, necessity, or expediency of any act of said Trustee, or be obliged to see that the Registrar of Titles (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 thereto, 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 in said deed, trust deed, lease, mortgage or other instrument, 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 his, his or their predecessor or successors in trust, as if the 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 they or his 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 bound by under them or any of them shall be only in the savings, 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 savings, avails and proceeds thereof as aforesaid; the intention hereby being to vest in said Trustee 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 to give notice or note of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to prove 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, as aforesaid have hereunto set their hand and seal on this 4th day of April, 19 74. Thomas J. Higgins [SEAL] Ronald Higgins [SEAL] Pauline J. Higgins [SEAL]

State of Illinois SS. the undersigned Thomas J. Higgins and Pauline J. Higgins, his wife, and Gerald Higgins, their son, a Notary Public in and for said County, in County of Cook, the state aforesaid, do hereby certify that



Personally known to me to be the same persons whose name is 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 4th day of April, 19 74. George A. Hansen Notary Public

The Cosmopolitan National Bank of Chicago Box No. 626

For information only insert street address of above described property.

For Taxable Consideration

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO

801 N. W. W. CH. ST. CHICAGO, ILLINOIS

22686494

END OF RECORDED DOCUMENT