

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, MARCOS FERNANDEZ and LYDIA Z. FERNANDEZ, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and NO/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty 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 2nd day of April 1974, and known as Trust Number 21122 the following described real estate in the County of COOK and State of Illinois, to-wit:

Lot 33 in Block 5 in Sherman's Addition to Holstein a Subdivision of the South East 1/4 of the North West 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

This Deed was prepared by: Irving Faber  
29 So. La Salle St.  
Chicago, IL 60603

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 accept 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 with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust, 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, 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 person or by power, by lease to commence in the present or in the 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 amend, change or modify leases and the terms and provisions thereof 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 partition or to exchange said real estate, or any part thereof, to contract to make leases and to grant options to lease 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 release, convey or assign any right, title or interest in or about or assessment of any real or personal property, to grant easements or charges of any kind, 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 those herein 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 or by said Trustee, or any successor in trust, in relation to said real estate, or any deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, or any person claiming under any such conveyance 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, and 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 to a successor or successors in trust, that such successor or successors in trust have been properly appointed, and a fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, 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 amendments thereto, or for injury to person or property happening in or about said real estate, and such liability in 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 attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of said real estate, and no individual land 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 of 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 in said real estate as such, but only an interest in the earnings, avails and proceeds of the same, the intention hereof being to vest in said Trustee 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 described real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or any 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 involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor, 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, he aforesaid has hereunto set their hands and seals this 2nd day of April 1974.

(SEAL) Marcos Fernandez (SEAL)  
(SEAL) Lydia Z. Fernandez (SEAL)

State of Illinois ss. IRVING FABER, a Notary Public in and for said County, in County of Cook, do hereby certify that MARCOS FERNANDEZ and LYDIA Z. FERNANDEZ, his wife

personally known to me to be the same person, whose names are 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 homestead.

Witness my hand and notarial seal this 2nd day of April 1974  
Irving Faber  
Notary Public

The Cosmopolitan National Bank of Chicago  
Box No. 628

2060 No. Damen Avenue, Chicago  
For information only insert street address of above described property.  
3 city blocks (north - 1/2 mile)

This space for adding Builders and Erectors Stamp

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO  
801 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60610

grantee's address

END OF RECORDED DOCUMENT