

WARRANTY DEED IN TRUST

Box 626

23 224 459

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, MARY H. MURPHY, also known as MARY C. MURPHY, a widow and not remarried

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, Conveys and Warrants 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 19th day of April, 1973, and known as Trust Number 20675, the following described real estate in the County of Cook and State of Illinois, to-wit:

The East 27 1/2 of the West 40 feet of Lot seven (7) in H. J. Wallingford's Subdivision of 15 Rods South and adjoining the North 95 Rods of the East half (1/2) of the North East quarter (1/4) of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. ***

Subject to party wall on West line of the land and party wall rights Subject to ordinance recorded December 1, 1968, as Document No. 20696305.

SUBJECT TO Subject to General Real Estate Taxes for 1972 and subsequent years;

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust or for the uses and purposes herein and in said Trust Agreement and both.

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 public way or part thereof; and to subdivide 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 corporation 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, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, to convey or to convey in fee simple, to commence in possession 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, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or the use of any land, 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 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 any part thereof, be bound 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 make any such inquiry, 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 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 limiting 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 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 predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Cosmopolitan National Bank of Chicago, individually nor as Trustee, nor any successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if 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 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 whatsoever 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 only in the earnings, rents 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, rents and proceeds as aforesaid, the fraction thereof being to each in said The Cosmopolitan National Bank of Chicago the whole 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 interest of title is hereby divided but not fettered or clogs in the certificate of title or duplicate thereof or memorial, the words "in trust" or "trust condition" or "with limitations" or words of similar import, by 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 estate 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 aforesaid has hereunto set her hand, and seal this 19th day of June 1973

Mary H. Murphy (SEAL)

Michael J. Mulecay, Notary Public in and for said County, in the state aforesaid, do hereby certify that Mary H. Murphy also known as Mary C. Murphy, a widow and not remarried personally known to me to be the same person whose name is 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 19th day of June 1973 Michael J. Mulecay

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14-17-321

STATE OF ILLINOIS REAL ESTATE RECORDS INDEXED 10 00

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Office

801 N. Clark Street Chicago, Illinois 60610 23 224 459



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