

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

24 600 486

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Israel Pacheco and Ada Pacheco, 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 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 27th day of July, 1978, and known as Trust Number 24216 the following described real estate in the County of Cook and State of Illinois, to-wit:

The south 15 feet of Lot 6 and the North 10 feet of Lot 7 (except the West 25 feet of each of said lots) in Allport's Resubdivision of Lots 6 to 24 inclusive in Block 4 in H.M. Thompson's Subdivision of the North West 1/4 of the North East 1/4 of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

This Instrument prepared by: Alex M. Vercillo
Land Trust Department of the
Cosmopolitan National Bank of Chicago
801 North Clark Street
Chicago, Illinois 60610
SUBJECT TO

10.00

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, to lease, to sell, to mortgage, to convey, to subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to exercise any and all powers or rights thereunder, 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, to lease, to mortgage, to subdivide, to dedicate, to donate, to dedicate, to mortgage, to sell, 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 attorney, 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 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 leases and to execute and deliver instruments to renew leases and options to purchase the whole or any part of the premises and to contract specifying the manner of skin, the amount of present or future rentals, to determine or to establish said real estate, or any part thereof, for other real or personal property, to trust assessments or charges of any kind, to release, convey or assign any right, title or interest in or about or assessment 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 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 a deed 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 or any other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of said Trustee, including the Register 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 at such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereof; (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 duly vested with all the title, estate, rights, powers, authorities, duties and obligations of the, 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 civil judgment or decree for anything if or they or its or their assets or otherwise 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 persons or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or independence incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the Trust or of any successor in trust, and the Trust Agreement or any amendment thereto, if any, shall be deemed to be the contract, obligation or independence of the Trust or of any successor in trust, and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or independence or any act or deed so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge of any such 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 the 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 thereof as aforesaid, the intention hereof being to vest in 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 witness whereof, the grantors aforesaid have hereunto set their hands and seals this 27th day of July, 1978.
Israel Pacheco [SEAL] Ada Pacheco [SEAL]
Israel Pacheco [SEAL] Ada Pacheco [SEAL]

I, Israel Pacheco and Ada Pacheco, his wife, the undersigned, of the state aforesaid, do hereby certify that Israel Pacheco and Ada Pacheco, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they executed, signed 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 notarial seal this 27th day of July, 1978.
Ronald A. [Signature] [SEAL]
Notary Public

The Cosmopolitan National Bank of Chicago
Box No. 626
1524 N. Fairfield Avenue
For information only insert street address of above described property.

STATE OF ILLINOIS
CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
REVENUE \$ 23.00
DIPLUP AUG 27 1978
1125.00
24 600 486
01999 SIOUILLI CHICAGO, ILLINOIS NORTH CLARK STREET 108
Document Number

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STATE OF ILLINOIS
CLERK OF RECORD
AUG 25 2 17 PM '78

William H. ...
RECORDER OF DEEDS
24600486

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