

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

24 169 531  
1977 OCT 28 PM 2 19  
667-25-77 468563 • 24169531 - A - Rec 10.00  
The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ELEANOR DENHAM, a widow  
and not since remarried  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of ONE Dollars (\$1.00),  
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 26th day of October 1977, and known as Trust Number 23774,  
the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 33, 34 and 35 (except that part thereof  
taken for the widening of Ashland Avenue) in  
Staples Subdivision of the West half of the  
SW $\frac{1}{4}$  of the South West quarter of the South  
West quarter of Section 17, Township 38 North,  
Range 14, East of the Third Principal Meridian,  
Cook County, Illinois.

10.00

SUBJECT TO

This Deed prepared by: WENDELL P. MARBLY, 180 N. LaSalle Street  
Chicago, Ill. 60601

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 ways 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 dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part  
thereof, to lease said real estate, or any part thereof, for any time or times, 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 198 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 or lease and to grant options to lease any real estate or any part thereof, and to  
purchase the whole or any part of the reversion and to contract in 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 changes of any kind,  
to release, convey or assign any right, title or interest in or out of possession 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, be sold 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  
precluded 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 shall be conclusive evidence in favor of every person (including the  
Registrar of Titles of said county) relying upon or claiming under any such purchase lease or other instrument, and 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. (It is further provided 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 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 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 amendment thereto, or for injury to person or property happening in or about said real estate, 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 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  
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, avails and proceeds thereof as aforesaid, the intention hereby 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.  
If the title to any of the above 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 "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, change 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 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 26th day of October 1977

[SEAL] ELEANOR DENHAM [SEAL]

State of Illinois ss. I, WENDELL P. MARBLY a Notary Public in and for said County, in  
County of Cook do hereby certify that ELEANOR DENHAM, a widow  
and not since 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 26th day of October 1977  
Wendell P. Marbly  
Notary Public

The Cosmopolitan National Bank of Chicago  
Box No. 626

6229-31-33 S. Ashland, Chicago, Ill.  
For information only insert street address of above described property.

Exempt under provisions of Paragraph 4,  
Real Estate Transfer Tax Act.  
Date 10/28/77  
Buyer, Seller or Representative

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO  
621 NORTH CLARK STREET  
CHICAGO, ILL. 60610

24169531  
SERIAL NUMBER

END OF RECORDED DOCUMENT