

# UNOFFICIAL COPY

L #4490

## WARRANTY DEED IN TRUST

BOX 220

24 216-078 recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, S. KOSARA SAVKIC, now known as KOSARA NECAK and ALEKSANDAR NECAK, her husband of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100ths 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 23rd day of September, 1977, and known as Trust Number 23719, the following described real estate in the County of Cook and State of Illinois, to-wit:

65-81-835

Property of COOK

Lot 33 in Block 5 in Cuyler Addition to Ravenswood, said Addition being a Subdivision of the South West 1/4 of the South East 1/4 (except Railroad) of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

10.00

### 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 paths, 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 title and to grant to such successor or successors in title all of the title, estate, powers and authorities vested in said Trustee, to donate, to discharge, to mortgage, to lease 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 in person, 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 lease, 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 to purchase the whole or any part of the reversion or future estate, 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 estate in or about or in any apartment 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 title 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 title, 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 deed have been complied with, or be obliged to become in any way a party to any act of said Trustee, or be obliged or be liable or be bound to execute, acknowledge or perform any of the terms of said Trust Agreement, and every deed, contract, mortgage, lease or other instrument executed by said Trustee, or any successor in title, in relation to said real estate shall be conclusive evidence in favor of every person, including the Beneficiary of Title of said property receiving upon or claiming under any such conveyance, lease or other instrument, and that at the time of the delivery of this deed the trust created by this Indenture and by said Trust Agreement was of full force and effect, 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, of any, and for the purpose of benefiting the beneficiaries named herein, and any successor in title, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other instrument and that if the convenience is made to a successor or successor in title, that such successor or successor in title have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor or predecessors.

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 title shall incur any personal liability or be subjected to any claim, judgment or action 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 liability 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 individual liability 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 beneficiary 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, or Trustee of an express trust and no individual and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or liability, 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 hereof being set 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 to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or such like words, 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 real estate here is in accordance with the true intent and meaning of the trust.

And the said grantor, S. 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, S. aforesaid in VC hereto set their hand and seal as this 27th day of October, 1977.

S. KOSARA SAVKIC, now known as ALEKSANDAR NECAK  
KOSARA NECAK (SEAL) (SEAL)

State of Illinois, I, the undersigned, a Notary Public in and for said County, in County of Cook, do hereby certify that KOSARA SAVKIC, now known as KOSARA NECAK and ALEKSANDAR NECAK, her husband

This Document Prepared By: Robert DeBritehanin  
 2609 W. Peterson  
 Chgo., Illinois 60659

personally known to me to be the same person S. whose name S 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 right of homestead.  
 Given under my hand and seal this 31st day of October, 1977.

Notary Public

The Cosmopolitan National Bank of Chicago  
 Box No. 626

1934 West Irving Park Road, Chicago  
 For information only insert street address of above described property.

The Cosmopolitan National Bank of Chicago 801 N. Clark Street Chicago, Illinois 60610

# UNOFFICIAL COPY

ILLINOIS  
RECORDS  
Nov 30 2 08 PM '77

*Edith M. ...*  
RECORDS OF DEEDS  
\*24216978

Property of Cook County Clerk's Office

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