

UNOFFICIAL COPY

#2

WARRANTY DEED IN TRUST

24 305 350

11.00

FORM 2752 BANK FORMS, INC.

The above space for recorder's use only

154-216 G

THIS INDENTURE WITNESSETH, That the Grantors, NICHOLAS S. PIZZO and MARIA PIZZO,
his wife, SAM CARUSO JR and FRANCES CARUSO, his wife and ANTHONY J. CARUSO
of the County of COOK and State of ILLINOIS, for and in consideration
of the sum of TEN AND NO CENTS Dollars (\$ 10XXXXXXXXXX),
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 Agree-
ment, dated the 23rd day of September 1977, and known as Trust Number 23711,
the following described real estate in the County of COOK and State of Illinois, to-wit:

RIDER ATTACHED

RIDER

Parcel 1:

That part of the East 607.0 feet as measured along the South line thereof,
of the South 10 acres of the North half of the South East quarter of
Section 32, Township 41 North, Range 11 East of the Third Principal
Meridian, described as follows: Commencing at a point on the East
line of the South 10 acres 150.25 feet South of the North line of
said South 10 acres for a place of beginning; thence continuing
South along the East line of South 10 acres 58.05 feet to a point;
thence West parallel to the North line of the South 10 acres 297.00
feet to a point; thence North along a line parallel to the East line
of said South 10 acres 130.0 feet to a point; thence West parallel
with the North line of said South 10 acres 136.0 feet to a point;
thence North parallel to the East line of said South 10 acres 78.30
feet to the North line of said South 10 acres; thence East along the
North line of said South 10 acres 156.0 feet to a point; thence
South along a line parallel to the East line of said South 10 acres
150.25 feet to a point; thence East along a line parallel to the
North line of said South 10 acres 277.0 feet to the place of beginning
in Cook County, Illinois except that part conveyed to the County of
Cook by documents 21763234, 21763235, and 21763236

ALSO

Parcel 2:

The East 607.0 feet as measured along the South line thereof, of
the South 10 acres of the North half of the West half of the South
East quarter of Section 32, Township 41 North, Range 11 East of the
Third Principal Meridian, (excepting from said Parcel the South
130.0 feet to the North 208.30 feet of the East 297.0 feet and
excepting from said Parcel the North 78.30 feet of the East
433.0 feet thereof) in Cook County, Illinois; except that part
conveyed to the County of Cook by documents 21763234, 21763235
and 21763236

24 305 350 1

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY BARRY JEROL COHEN, 134 N. LASALLE, CHICAGO ILLINOIS

GENERAL REAL ESTATE TAXES FOR THE YEAR 1977 AND SUBSEQUENT YEARS,
SUBJECT TO CONDITIONS AND RESTRICTIONS OF RECORD, RIGHTS OF THE PUBLIC, STATE OF
ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR
USED FOR ROAD PURPOSES

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, protect and subdivide said real estate or any part thereof, to dedicate parks, 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 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, 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 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 grant options to lease and options to renew leases 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 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 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 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 any act 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, 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 the 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 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 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, 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 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 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, 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 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 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(s) aforesaid have hereunto set their hands and

seal this 20th day of January 1978

Sam Caruso Jr. (SEAL) *Frances Caruso* (SEAL)

State of ILLINOIS ss. I, BARRY JEROL COHEN a Notary Public in and for said County, in the County of COOK the state aforesaid, do hereby certify that NICHOLAS S. PIZZO, MARIA PIZZO, SAM CARUSO JR., FRANCES CARUSO, AND ANTHONY J. CARUSO

personally known to me to be the same person(s) whose name(s) 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 notarial seal this 20th day of January 1978

Koray Jerol Cohen (SEAL) Notary Public

This Deed MUST be returned to
The Cosmopolitan National Bank of Chicago
Box No. 626

For information only insert street address of above described property.

03-32-100-007

Property of

I hereby declare that the attached and foregoing is a true and correct copy of the original as recorded in the office of the Recorder of Deeds for Cook County, Illinois. Notary Public

CHICAGO, ILLINOIS
Document Number
24 365 350

UNOFFICIAL COPY

ILLINOIS
RECORDS
JAN 31 9 00 AM '78

RECORDS OF DEEDS
*24305350

Property of Cook County Clerk's Office

Mail to
Bank of Lincolnwood
4433 Touhy
Lincolnwood, IL
Attn: Ms McMANIS

NO. 11 RECORDED DOCUMENT