

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST FOR COOK COUNTY, ILLINOIS 25165286  
FILED FOR RECORD  
SEP 26 1979 2 29 PM

Handwritten: *Philip K. Gordon*  
25165286

66-99-1673

THIS INDENTURE WITNESSETH, That the Grantor, GUS ROSENTHAL, a widower  
not since remarried and MARY ROSENTHAL, a spinster  
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 Warranty unto THE CENTRAL NATIONAL BANK IN 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 25th day of April, 1979, and known as Trust Number 23766  
the following described real estate in the County of COOK and State of Illinois, to-wit:  
Lot 31 in Block 8 in the Library Subdivision, in the North East 1/4 of Section  
8, Township 38 North, Range 14 East of the Third Principal Meridian, in  
Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY  
PHILIP K. GORDON, ATTY. AT LAW  
809 WEST 35th STREET  
CHICAGO, ILL. 60602

\$ 10.00 PAID  
C. C. I. REV. STAMP *d.m. Jeter - 120 LaSalle*

SUBJECT TO Covenants, conditions and restrictions of record and General Real Estate Taxes for the year 1978 and subsequent years.

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, maintain, 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 redivide 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 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 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 easement 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 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, trust agreement or other instrument, 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) until 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 instrument with 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 in said Trust Agreement or instrument in all amendments thereof, his or their 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 CENTRAL NATIONAL BANK IN 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 in or about the deed, trust agreement or other instrument, 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, or any successor in trust, in connection with the 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 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 Trustee, as Trustee of an express trust, 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 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 registered lands is in accordance with the true intent and meaning of the trust.  
And the said grantors hereby expressly waive and release, 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 s this 10th day of September, 1979  
Gus Rosenthal [SEAL] Mary Rosenthal [SEAL]  
Gus Rosenthal [SEAL] Mary Rosenthal [SEAL]

State of Illinois SS. I, PHILIP K. GORDON a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that GUS ROSENTHAL, a widower and not since remarried, and MARY ROSENTHAL, a spinster,

personally known to me to be the same persons whose names 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 10th day of September, 1979  
*Philip K. Gordon*  
Notary Public



PHILIP K. GORDON  
ATTORNEY AT LAW  
809 W. 35th Street  
Chicago, Illinois 60602

907 W 50th St  
For information only insert street address of above described property

CITY OF CHICAGO  
REAL ESTATE TRANSACTIONS TAX  
DEPT. OF REVENUE  
SEP 27 1979  
\$ 10.00

STATE OF ILLINOIS  
REGISTRAR OF TITLES  
SEP 27 1979  
\$ 0.425

25165286

## END OF RECORDED DOCUMENT