

WARRANTY DEED IN TRUST

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORDER OF DEEDS

COCK
CO. NO. 618

26 791 448

1983 SEP 23 PH 1:17

26791448

216503

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Mary E. Mottershead, A/K/A. Mary E. Moore and married to Robert L. Moore, Jr.

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 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 8th day of July 1971, and known as Trust Number 19749 the following described real estate in the County of Cook and State of Illinois, to-wit:

See Legal Description Attached Hereto and Made a Part Hereof

Subject to 14128 318066 1159

(a) Covenants, conditions and restrictions of record; (b) terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments, if any, thereto; (c) private, public, and utility easements, including any easements established by or implied from the Declaration of Condominium or amendment thereto, if any, and roads and highways, if any; (d) party wall rights and agreements, if any; (e) limitations and conditions imposed by the Condominium Property Act; (f) general taxes for the years 1982 and 1983 and subsequent years; (g) installments due after the date of closing assessments established pursuant to the Declaration of Condominium

TO HAVE AND TO HOLD the said real estate with the appurtenances, to 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 alleys and to vacate any subdivision, 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 a successor or successors in trust all of the title, estate, powers and authorities vested in or to said Trustee, to donate, 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 possession or reversion, by leases to commence in present or in future, and upon any terms and for any period 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 of time and to amend, change or modify leases and the terms and conditions 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 using the amount of present or future rents, royalties, 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 any 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, 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, (b) that with 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 hereunder, (c) that said Trustee, or any successor in trust, is duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that 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 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 the trustee-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 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 of whom they 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 to the beneficiary hereunder and shall not be subject to attachment, garnishment, or to any other legal or 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 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 21st day of September 1983

Mary E. Mottershead, A/K/A (SEAL) Robert L. Moore, Jr. (SEAL)
Mary E. Moore (SEAL) for purposes of waiving homestead rights (SEAL)

State of Illinois)
County of Cook) ss. Malley B. Lauer) Notary Public in and for said County, in the state aforesaid, do hereby certify that Mary E. Mottershead, A/K/A, Mary E. Moore and Robert L. Moore, Jr.

personally known to me to be the same person(s), whose name(s) appears 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 21st day of September 1983
Malley B. Lauer Notary Public

This Deed ~~shall~~ be returned to: The Cosmopolitan National Bank of Chicago Box No. 626
Unit 1810, 2650 N. Lakeview Chicago, Illinois 60614
For information only insert street address of above described property.

69 22 136M

CANCELLED STATE OF ILLINOIS
1983 SEP 23 1983
CITY OF CHICAGO
REAL ESTATE TAXATION DEPARTMENT
REVENUE AND FINANCE DIVISION
100 00
100 00
1400 00
26 791 448
10 00

UNOFFICIAL COPY

LEGAL DESCRIPTION

Unit Number 1810 in the 2650 North Lakeview Condominium as delineated on a survey or the following described real estate:

Certain parcels of land in Andrews Spafford and Cole Hour's Subdivision of Blocks 1 and 2 in outlet of Block "A" of the Wrightwood, a Subdivision in the Southwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25131915 together with its undivided percentage in the common elements, in Cook County, Illinois.

Property of Cook County Clerk's Office

26 791 448

END OF RECORDED DOCUMENT