

QUIT-CLAIM
WARRANTY DEED IN TRUST

26288343

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FORM 302 BANK FORMS, INC. (REV. 08-78) (P. 1)

THIS INDENTURE WITNESSETH, That the Grantor, JOHN HAUPER, a married person 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, Conveys and warrants 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 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 2nd day of February 1973, and known as Trust Number 20570, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 24 in Block 3 in William J. Goudys Subdivision of that part of the South East Quarter of the South West Quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the Right of Way of Chicago Evanston and Lake Superior Railroad in Cook County, Illinois.

This Instrument Prepared By:
IRVING FABER
29 South La Salle Street--Suite 900
Chicago, Illinois 60603

I hereby declare that the above reference transaction and attached deed represent a transaction exempt from taxation under the Chicago Transfer Tax Ordinance by paragraph (c) of Section 200.1-286 of said ordinance.

July 1, 1982
Buyer, Seller, or Agent

SUBJECT TO
THIS IS NOT HOMESTEAD PROPERTY

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 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 100 years, 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 in the case of any single demise the term of 99 years, and to purchase the whole or any part of the reversion and to contract respecting the manner of doing 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 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 to be obliged to see that the terms of this deed 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 every deed, trust deed, mortgage or other instrument executed by said Trustee, or any successor in trust, shall be deemed to be duly 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, demand or decree for anything that they or he or his 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 or their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of any 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 the 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.

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 not to issue a 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 above case with the said real estate, and said Trustee shall not be required to produce the said Trust 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 his hand and seal this 22nd day of May 1982

[SEAL] [SEAL] [SEAL]

State of Illinois I, the undersigned a Notary Public in and for said County, in County of Cook SS. the state aforesaid, do hereby certify that JOHN HAUPER, a married person

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 he signed, sealed and delivered the said instrument as his 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 15th day of July 1982
Notary Public

The Cosmopolitan National Bank of Chicago
Box No. 626
1304 Melrose-3232 Lakewood
Chicago, Illinois
For information only insert street address of above described property.

Section 4.
Exempt under provisions of Paragraph 2
Real Estate Transfer Tax Act.
July 1, 1982
Buyer, Seller or Representative

THE STATE OF ILLINOIS
Notary Public
Revenue and Excise Stamps

26288343

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO
801 NORTH CLARK STREET
CHICAGO 104, ILLINOIS
Document Number
26288343

RETURN TO:

END OF RECORDED DOCUMENT