

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

27381689

This instrument was prepared by: R. Tuller
Land Trust Department of the
Cosmopolitan National Bank of Chicago
801 North Clark Street
Chicago, Illinois 60610

Form #2753 CBI Corp.

The above space for recorder's use only

THIS INSTRUMENT WITNESSETH, That the Grantor, Bernard A. Heerey,
a Bachelor
of the County of Cook and State of Illinois, for and in consideration
of the sum of ten no/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 21st day of December 1984, and known as Trust Number 27340
the following described real estate in the County of Cook and State of Illinois, to-wit:

FOR LEGAL DESCRIPTION SEE ATTACHED RIDER

Exempt under Real Estate Transfer Act, Par. 12-21-84
Section 4, & Code of Ord. 38404, Par. 12-21-84

12-21-84
Date Bernard A. Heerey
Buyer, Seller or Representative

I hereby declare that the above recited transaction and attached deed
represent a transaction exempt from taxation under the Chicago Transac-
tion Tax Ordinance by paragraph (e) of Section 200.1-285
of said ordinance.

SUBJECT TO 12-21-84
Date Bernard A. Heerey
Buyer, Seller, or Agent

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein 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 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, powers,
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 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 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 this 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 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, individ-
ually 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.

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 HIS hand and
seal this 21st day of December 1984

[SEAL] Bernard A. Heerey, a bachelor [SEAL]
[SEAL] Bernard A. Heerey [SEAL]

State of Illinois ss. I, the undersigned a Notary Public in and for Cook County, in
County of Cook the state aforesaid, do hereby certify that
Bernard A. Heerey, a bachelor

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 21st day of December 1984

[Signature]
Notary Public

This Deed Must be Returned to:
The Cosmopolitan National Bank of Chicago
Box No. 686 226

For information only insert street address of above described property.

This space for affixing Riders, and Revenue Stamps
Grantor's Address: 801 North Clark Street
Chicago, Illinois 60610

Document Number

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Property of Cook County Clerk's Office

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LEGAL DESCRIPTION RIDER

Parcel 1: The North 5 feet of the Easterly 72.6 feet of Lot 2 and the North 5 feet of that part of Lot 8 in the Assessor's Division of Block 2 in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, which lies West of the East line of Lot 10 in Healy's Subdivision of Lot 1 and the North Half of Lot 11 and part of Lot 10 in said Assessor's Division extended South.

(vacant strip approximately 5 feet in width and approximately 87.66 in length)

Parcel 2: That part of Lot 1 in Seymour's Subdivision of part of Out-Lot 2 and the North 2.6 feet of Lot 3 in Assessor's Division of Out-Lot 2 in the Canal Trustees Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, which lies West of a North and South line established as follows: Commencing at a point on the North line of Lot 6 in said Assessor's Division 12 feet 9 13/16 inches West of the Northeast corner of said Lot 6 and running thence North at right angles to the North line of Cedar Street to the North line of said Out Lot 2.

(Rear of 1127-33 N. Rush Street. Parking Lot)

Parcel 3: That part of Out-Lot 2 (except the North 5 feet thereof) in Assessor's Division aforesaid, which lies East of the East line of Lot 1 in Seymour's Subdivision aforesaid and West of a North and South line established as follows: Commencing at a point on the North line of Lot 6 in said Assessor's Division 12 feet 9 13/16 inches West of the Northeast corner of said Lot 6 and running thence North at right angles to the North line of Cedar Street to the North line of said Out-Lot 2.

(Rear of Elm St. approximately 8 foot strip of vacant land).

Parcel 4: Those parts of Lots 5 and 6 in Assessor's Division aforesaid which lie West of a North and South line established as follows: Commencing at a point on the North line of said Lot 6, 12 feet 9 13/16 inches West of the Northeast corner of said Lot 6, thence South at right angles to the north line of Cedar Street a distance of 14 feet 11 3/16 inches, and then Southerly from said point by a straight line to a point on the North line of Cedar Street 4 feet 8 3/8 inches West of the Southwest corner of said Lot 6.

(14 East Cedar. Parking lot)

Parcel 5: Lot 2 in Seymour's Subdivision of the Westerly 78 feet of Lot 2 and the North 2.6 feet of Lot 3 in the Assessor's Division of Block 2 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(1127-33 North Rush Street. Four story commercial building. Three stores and 12 apartments upstairs)

Parcel 6: Lot 3 (except that part conveyed to the City of Chicago by Document 12,742,03) together with that part of the private alley, 12 feet wide, which lies East of and adjacent to said Lot 3 _____ and lying South of the North line of said Lot 3 extended East, all in Healy's Subdivision of Lot 1 and the North Half of Lot 14 and part of Lot 10 in the Assessor's Division of Block 2 in the Canal Trustee's Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(1135 N. Rush Street. Two Story commercial - restaurant).

Parcel 7: Lots 4 and 5 in Healy's Subdivision of Lot 1 and the North Half of Lot 11 and part of Lot 10 in the Assessor's Division of Block 2 in Canal Trustees Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(15-17 East Elm Street. Parking Lot).

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END OF RECORDED DOCUMENT