

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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PROPERTY SERVICES, INC.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ROBERT L. MCCARTHY,
 a bachelor
 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 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 17th day of July, 1985, and known as Trust Number 27509
 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 34 in Albert Wisner's Subdivision of Block 5 of Out-
 lots 2 and 3 of Canal Trustee's Subdivision of East 1/2
 of Section 29, Township 40 North, Range 14, East of the
 Third Principal Meridian in Cook County, Illinois.

subject to: Conditions, Covenants, Easements and Restrictions of
 Record and 1984 and 1985 Real Estate Taxes. (PPI# 14-29-207-01)

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 other public ways, to sell or lease any portion of 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 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
 futuro, 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 hereinafter, 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 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, 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 hereunder, (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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Cosmopolitan National Bank of Chicago, Individu-
 ally 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 liability to person or property arising 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 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 of this deed
 in the public records of this State.

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 intent hereof being to vest in said The
 Cosmopolitan National Bank of Chicago the entire legal and equitable title in fee simple, in and in 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 to
 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
 Agreement of 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 17th day of July, 1985.

Robert L. McCarthy [SEAL] [SEAL]
 [SEAL] [SEAL]

State of Illinois) ss. I, Andrea Liss a Notary Public in and for said County, in
 County of Cook) the state aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to
 the foregoing instrument, appeared before me this day in person and acknowledged that
 signed, sealed and delivered the said instrument as a 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 29 day of July, 1985
Andrea Liss
 Notary Public

The Cosmopolitan National Bank of Chicago
 Box No. 626

3025 N. Racine, Chicago, IL.
 For information only insert street address of above described property.

PROPERTY SERVICES, INC.

Property of Cook

85125189

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO
 801 NORTH CLARK STREET
 CHICAGO, ILLINOIS 60610
 Document Number

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Property of Cook County Clerk's Office

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