

70-36-226 (D2) Call

UNOFFICIAL COPY

COOK CO. IL. C.S.

S 151

WARRANTY Deed in Trust

8630265

Grantors), Meyer Zimmerman and Shirlyn Zimmerman, his wife

of the County of Cook and State of Illinois for and in consideration
of the sum of Ten 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, 801 N. Clark Street, Chicago, Illinois 60610-3287, a national banking association, 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 12th day of February 1986, and known as Trust Number 27706,

the following described real estate in the County of Cook and State of Illinois:

LOTS 7 AND 8 IN BLOCK 2 IN HOLSTEIN (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN FOR STREET), A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

* CITY OF CHICAGO *
REAL ESTATE TRANSACTION TAX *

* 1986 *
* 1986 *
* 1986 *
* 1986 *

PIN: 14-31-100-004-0000

SUBJECT TO: Real Estate taxes for 1985 and subsequent years.

11 00

PROPERTY OF
Cook County
REAL ESTATE TRANSACTION TAX
STAMP MARCH 1986
1111 35.00 1111

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.

All power and authority is hereby granted to said Trustee to improve, manage, protect and defend said real estate or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision of said real estate after as desired, to contract to sell, to grant options to purchase, to sell, to grant options to purchase, to lease, to convey either with or without consideration, to convey any real estate or any part thereof or a successor or successor-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 contract to mortgage, pledge or otherwise encumber and real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, for a period of ten years, to lease to commence in present, or in future, and agree any terms and for any period or periods of time, not exceeding in the sum of any single year the term of 10 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 thereunder 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 thereof, to enter into and to contract respecting the manner of drawing the amount of percent or instant rentals, to partition or to exchange said real estate, or any part thereof, for other real estate, or 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 lawfully to do, or 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, or any real estate or any part thereof, shall be compelled to sell, or to convey the application of any purchase money, rent or income borrowed or advanced on said real estate, or be obliged to see that the terms of said trust have been complied with, or be obliged to inquire into the authenticity, 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 held to have evidence in favor of every person, including the Register of Titles and County Clerks, relying upon or claiming under any such instrument, title or other instrument, so far as that at the time of the delivery thereof the trust created by the Deed of Trust and Grants Deeds hereto attached, or any instrument creating or purporting to create a trust, or any instrument purporting to be in accordance with the terms, conditions and limitations contained in this Deed and in said Trust Agreement, or in any amendment thereto, or any and holding up to date, among the founders of said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument and to do if the convenience is made by a successor or successors in trust, that such successor or successors in trust have been principally authorized and attested to and witnessed with all the true estate, rights, powers, authorities, duties and obligations of, has her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the Deed of Trust, the Deed of Trust, nor any affidavit or as Trustee, nor its successor or successors in trust shall incur any personal liability to be substituted to any claim or judgment of any kind or in any action or suit or in any proceeding to do or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for any sum or percent or proceeds happening in or about said real estate, and all such liability being held by said persons waives and releases, any contract, obligation or indebtedness incurred or entered into by said Trustee in connection with said real estate may be entered into him or in the name of the other beneficiaries under said Agreement as their attorney-in-fact, having no attorney appointed for such purposes, or at the election of the Trustee in his own name, as Trustee of an express trust, and individuals, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except as may be the true presents of the Trustee in the actual possession of the Trustee, and shall be applicable for the payment and discharge thereof. All persons and corporations who may be, and whatever shall be doing, 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 held as the earnings, in and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be, prima facie, and no beneficiary hereunder shall have any title or interest, legal or equitable, in title to said real estate as such, but only as interest in the earnings, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said The Cosmopolitan National Bank of Chicago, as Trustee, 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 ever or hereafter registered, the Register of Titles is hereby directed not to register or enter 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 rules in each case made and provided.

And the said grantor _____ hereby expressly waives all rights and interests in and to all rights of benefit under and to virtue of any and all laws of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor S. _____ aforesaid has his N.C. _____ hereunto set his hand _____ and seal _____ this 3rd day of March 1986.

Meyer Zimmerman
Meyer Zimmerman

State of Illinois
County of Cook } SS.

I, the undersigned, a Notary Public as and for said County, in the State aforesaid, do hereby certify that Meyer Zimmerman and Shirlyn Zimmerman

personally known to me to be the same person S. whose name S. _____ was 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.

THIS DEED PREPARED BY

Malcolm P. Brown, Attorney at Law
221 N. LaSalle, #1515
Chicago, IL 60601

Conveyed under my hand and seal this 3rd day of March 1986

Malcolm P. Brown

RETURN TO COSMOPOLITAN NATIONAL BANK OF CHICAGO
COOK COUNTY RECORDER'S BOX NO 224
801 NORTH CLARK STREET
CHICAGO, ILLINOIS 60610-3287

2333-35 N. Western, Chicago, IL

Notary Public of above described property

Honoravus Hope
1718 S. Ashland, Chicago, IL 60601

BOX - D2

UNOFFICIAL COPY

Property of Cook County Clerk's Office

86402656

COOK COUNTY, ILLINOIS
RECEIVED CARD

1996 MAR 14 PM 3:02

86102658