

1987 JUN 16 PM 3:19

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Form #2753 CBI Corp.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ALGOT E. JOHNSON and ANNA M. JOHNSON, his wife

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 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 Trustees under the provisions of a certain Trust Agreement, dated the 8th day of April 1987, and known as Trust Number 28128 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 7, 8, 9, and 10 in Block 7 in Arthur T. McIntosh and Company's Hillside addition to Barrington a Subdivision of South 1/2 of Section 1 and the North 1/2 of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

THIS DOCUMENT PREPARED BY:

JOSEPH J. PODUSKA ATTY
6059 W Irving Pl. Rd Chicago, IL 60634

PROPERTY INDEX NUMBERS

01-01-309-007

SUBJECT TO

0 9 8 (LOT-9)
0 2 5 (LOT-7)
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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 make 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 in 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, to lease or otherwise dispose of said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, 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 give to the application of any purchase money, rent or money or proceeds arising from the sale of 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 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 trust, 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 its, his or their predecessor in trust, 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, 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 engaged 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 whatsoever 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, profits 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 so much, but only an interest in the earnings, profits 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 a 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 Trust Agreement or a copy thereof, or any extract therefrom, as evidence that any transfer, charge or other dealing involving the registered real estate 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 s aforesaid have hereunto set their hand s and seal s this 22nd day of May 1987.

Algot E. Johnson (SEAL) Anna M. Johnson (SEAL)
ALGOT E. JOHNSON (SEAL) ANNA M. JOHNSON (SEAL)

State of ILLINOIS ss. 1. JOSEPH J. PODUSKA a Notary Public in and for said County, in County of COOK ss. the state aforesaid, do hereby certify that ALGOT E. JOHNSON and ANNA M. JOHNSON, his wife

personally known to me to be the same person s, whose name s are 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 official seal this 22nd day of May 1987.

Joseph J. Poduska
Notary Public

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

NE Corner Barrington Road and
Yale Avenue, Barrington, Illinois
For information only insert street address of above described property.

10580-21-12

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
JUN 16 1987
REVENUE
STAMP JUN 16 1987
COOK COUNTY
REAL ESTATE TRANSACTION TAX
87328524

UNOFFICIAL COPY

THIS DOCUMENT BELONGS TO
JOSEPH J. PODUSKA
CLERK OF THE COURT

87328524

Property of Cook County Clerk's Office