

UNOFFICIAL COPY

88420192

WARRANTY Deed In Trust

This space for Recorder's use only

Grantor(s) Ronald F. Kelly and Mary T. Donoghue, his wife

of the County of Cook and State of Illinois for and in consideration of ten Dollars \$ 10.00

and other valuable consideration, receipt of which is hereby acknowledged, convey and warrants unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, 501 N. Clark Street, Chicago, Illinois 60610-3257, a national banking association, duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 7th day of September 1988 and known as trust number 28805 the following described real estate in COOK County, Illinois, together with the appurtenances attached thereto:

LOT 28 AND THE EAST 1/4 INCH OF LOT 27 IN SUB-BLOCK 3 IN THE SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO

88420192

DEPT-01 RECORDING \$12.00
142222 TRAN 3339 09/14/88 12:10:00
42243 B *-88-420192
COOK COUNTY RECORDER

ADDRESS OF PROPERTY 1452 W. Polk St., Chicago, Illinois

PIN: 17-17-304-024-0000

TO HAVE AND TO HOLD said real estate with the appurtenances, on 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 to vacate any land within any part thereof, to subdivide 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 lease and to re-lease or any part thereof to a successor or successors of trust and to grant to such successor or successors in trust all of the trust estate, powers and authorities vested in the Trustee to dedicate, or mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate or any part thereof to a third party, to accept or convey to any third party any lease or interest in real estate, and on any terms of time, to amend, change or modify leases and options to purchase, 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 real estate, to make and receive the amount of interest or future rentals to partition or to exchange said real estate, or any part thereof, for other real estate, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or to said real estate or any part thereof, and to deal in said real estate and every part thereof in all other ways and for such other considerations as it should be authorized to do, with the same or other similar or different from the ways above specified, at any time or times hereafter.

In no case shall any party creating a trust or Trustee or any successor in trust, in real estate or 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 or trustee, be held to be liable for the application of any purchase money, rent or money borrowed or advanced on said real estate, or to be held to see that the terms of said trust have been complied with, or be obliged to insure into the authority, necessity or expediency of any act of said Trustee or of any third party, or to be held liable for 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 real estate or said real estate, or to be held liable for the evidence in favor of every person, including the Registrar of Titles of said County, relying on the same, under any such mortgage, lease or other instrument, or to be held liable for the delivery thereof, or the trust created by this Deed and by said Trust Agreement was intended to effect, that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in said Trust Agreement and in amendments thereto, and binding upon the parties hereunder, so 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 to do the conveyance it 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, her or their predecessor or predecessors in trust.

This conveyance is made in the express understanding and intent of the parties that The Cosmopolitan National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall, under any personal liability, be held liable for anything done by the Trustee or its agents or attorneys, or to be held liable for anything done or omitted to do in or about said real estate, or under the terms of this Deed or said Trust Agreement, or any amendment thereto, or to be held liable for any 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 said Trustee in connection with said real estate may be entered into, but in the name of the trust beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, at the date of this Deed, in the name of said Trustee, or any successor or trustee, and not individually, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness entered into, so far as the trust property and funds, or the actual possession of the Trustee shall be applicable for the payment and discharge thereof. A person or persons, whether individual or corporate, who shall ever and whatsoever shall be charged with notice of this condition from the date of the recording and recording 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, assets and proceeds arising from the trust estate, and shall not extend to said real estate, and such interest is hereby declared to be personal property, and no beneficiary thereunder shall have any right of interest, legal or equitable, in said real estate as such, but only an 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 said real estate.

If the title to any of said real estate is a matter or matters registered, the Registrar of Titles hereby directed not to register or note in the cert. state of title or duplicate thereof, or memorial, the words "trust" or "upon condition" or words of similar import, in accordance with the statute in such case made and provided.

Grantors hereby expressly waive and release any and all right of benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois

IN WITNESS WHEREOF, Grantor(s) ha VE signed this deed, this 7th day of September 1988

Ronald F. Kelly

Mary T. Donoghue

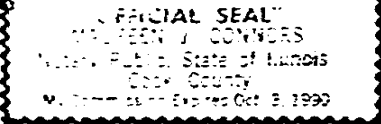
State of Illinois
County of Cook } SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald F. Kelly and Mary T. Donoghue, his wife

personally known to me to be the same person S, whose name S 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

Ronald Kelly
1450 W. Polk St.
Chicago, IL.



Given under my hand and notarial seal, this 7th day of

September 1988
M. J. Connors
Notary Public

Exempt under Real Estate Transfer Act, Par. 2, Section 4, & Cook Cty. Ord. 85104, Par. 9-14-88
9-14-88
Dated Buyer, Seller or Representative

DOCUMENT NUMBER
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Date of Birth or Identification

Section 4 of Cook County Ord. 82104' 681
Exhibit number from Estate Inventory Act 681

Property of Cook County Clerk's Office

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