

UNOFFICIAL COPY

COOK COUNTY RECORDS

88534989

WARRANTY DEED IN TRUST

NOV 18 1988

88534989

COOK COUNTY CLERK

102958

Form #2753 CBI Corp.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, JOSE FELICIANO LARA and MERCEDES LARA, 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 Trustee under the provisions of a certain Trust Agreement, dated the first day of September 19 88 and known as Trust Number 28817, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 1 AND 2 IN THE SUBDIVISION OF LOTS 23 TO 25 INCLUSIVE IN COCHRANS AND BAKERS SUBDIVISION OF BLOCK 28 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos. 17-07-131-001 and 17-07-131-002.

Address of Property: 455 North Hoyne Avenue, Chicago, IL 60612

Prepared by SEBASTIAN RIVERA R., 105 W. Madison Street, Chicago, IL 60602

SUBJECT TO General real estate taxes for the year 1988 and subsequent years and to conditions, covenants, restrictions and easements of record.

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 sub-divide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to exercise 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 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, in doctrine, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease and 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 amount of being the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, (or 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 do and to do all things which may be necessary or expedient for the purposes aforesaid, and for such other purposes as it would be lawful for any person dealing with said real estate and every part thereof in all other ways and for such other purposes as it would be lawful for any person dealing with the same to deal with the same, whether similar to or different from the ways and purposes 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 in any way to see that the terms of this deed or said Trust Agreement, or be obliged 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 see 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, 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 if 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 amendments thereto, or for liability 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 as 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, avails and proceeds arising from the sale of 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 a title 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 s aforesaid have herunto set their hand s and seal s this 26th day of October 19 88.

(SEAL) Jose Feliciano Lara (SEAL) Mercedes Lara

State of Illinois) ss. SEBASTIAN RIVERA a Notary Public in and for said County, in Cook County) the state aforesaid, do hereby certify that JOSE FELICIANO LARA and MERCEDES LARA, his wife

"OFFICIAL SEAL" SEBASTIAN RIVERA Notary Public, State of Illinois My Commission Expires 7/11/91

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 26th day of October 19 88 Sebastian Rivera Notary Public

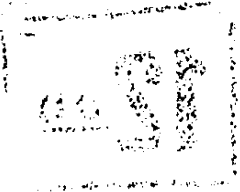
This Deed Must be Returned to: The Cosmopolitan National Bank of Chicago Box No. 228

For information only insert street address of above described property.

STATE OF ILLINOIS REAL ESTATE TRANSACTIONS TAX DEPT. OF REVENUE NOV 18 1988 12.00 REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE NOV 18 1988 2.50 CITY OF CHICAGO REAL ESTATE TRANSACTIONS TAX DEPT. OF REVENUE NOV 18 1988 187.50 Grantee's Address: 1008 North Clark St Chicago, Illinois 60642

71-87-025-28-1L

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Property of Cook County Clerk's Office

68534989

OFFICIAL SEAL
DEBORAH RIVERA
Cook County Clerk of Circuit Court
110 South Dearborn Street, Chicago, IL 60604