

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

88567301

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, MARCOS FERNANDEZ AND LYDIA Z. FERNANDEZ, HIS WIFE of the County of COOK and State of ILLINOIS for and in consideration of the sum of (\$10.00) TEN DOLLARS & OTHER GOOD & VALUABLE CONSIDERATION in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys 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 Trustees under the provisions of a certain Trust Agreement, dated the 2nd day of APRIL, 1974, and known as Trust Number 21122, the following described real estate in the County of COOK and State of Illinois, to-wit:

Lot six (6) in Block two (2) in Heafield and Kimbell's Subdivision of lot Two (2) in Kimbell's Subdivision of the East half (E $\frac{1}{2}$ ) of the South West Quarter (SW $\frac{1}{4}$ ) and the West half (W $\frac{1}{2}$ ) of the South East Quarter (SE $\frac{1}{4}$ ) of Section twenty-six (26), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3747 West Diversey, Chicago, Illinois

PERMANENT TAX NO: 13-26-303-005-0000  
VOL. #355

COOK COUNTY RECORDER

114444 TRUST NO 12/08/88 51 55  
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SUBJECT TO

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use and purposes herein and in said Trust Agreement as forth fully 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 vacate any and all portion or part thereof, and to consolidate 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 and 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 deed, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease, to let real estate, or any part thereof, from time to time, to lease, to let, to let to commence on presents or in future, and upon any terms and for any period or periods of time, not exceeding, in the case of any single lease 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 having the amount of present or future rentals, to prepay 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 or discharge any rights, title or interest in or about or encumbered in respect to said real estate or any part thereof, and to do with the same in 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 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, or capacity of any act of said Trustee, or be obliged or proceed to inquire into any of the terms of said Trust Agreement, and every use, title, 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, and 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, and 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 thereof, and 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 all of 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 it, his or their predecessor or predecessors 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 successors or assigns shall incur any personal liability or be subject 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 in connection therewith, or for injury to person or property hereafter 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 beneficiary under said Trust Agreement as the attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of a 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 record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under it, 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 about 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 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 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 grantors hereby expressly waive and release 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 has hereunto set their hands and seals this 2nd day of April, 1974.  
MARCOS FERNANDEZ (SEAL) LYDIA Z. FERNANDEZ (SEAL)

State of Illinois ss. John R. Elmlade a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that Marcos and Lydia Fernandez, HIS WIFE

"OFFICIAL SEAL" personally known to me to be the same person as whose name subscribed to JOHN R. ELMBLADE the foregoing instrument, appeared before me this day in person and acknowledged that Notary Public, State of Illinois The signed, sealed and delivered the said instrument as free and My Commission Expires 7/6/88

Given under my hand and notarial seal this 2nd day of April, 1974.  
John R. Elmlade  
 Notary Public

The Cosmopolitan National Bank of Chicago  
 Box No. 626

3747 W. Diversey, Chicago, Ill.  
 For information only listing street address of above described property.

022-282-28115

This space for filing liens and Revenue Stamp  
 Except in the portions of Paragraph 5, Section 4  
 Real Estate Transfer Tax Act.

John R. Elmlade  
 Notary Public

1974-1-88  
 DATE

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THE COUNTY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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