

WARRANTY Deed In Trust UNOFFICIAL COPY 88385863

Grants to: JOSE M. OCHOA and RITA OCHOA, his wife

of the County of COOK and State of ILLINOIS for and in consideration of the sum of ten dollars and other and valuable consid. Dollars \$ 10.00 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey and Warranty into THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, 301 N. Clark Street, Chicago, Illinois 60610-3237, 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 10th day of April 1986 and known as Trust Number 27750 the following described real estate in the County of COOK and State of Illinois:

LOT 24 IN KROLOVEC AND HONOMICHL'S SUBDIVISION OF NORTH 1/2 OF BLOCK 5 IN JOHNSTON AND LEE'S SUBDIVISION OF SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

71-61-679 SF 129-19

Property

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX 337.50

12.00

PIN 17 20 308-007-0000

SUBJECT TO:

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 lease any subdivision or part thereof, to redivide 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, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said 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 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 conditions 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 premises and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for real or personal property, to grant easements or charges of any kind, to release, convey or ass. in 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 a word "be" shall be taken for any purpose, the same to deal with, the same, whether similar to or different from the ways above specified, at any time or times hereafter.

It is so that any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to which 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, shall 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 said 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 Deeds 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 Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance, lease or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in said Trust Agreement or in any instrument thereto, if any, and that all beneficiaries thereof, (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 it, as, her 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 or judgment 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 appearing 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 referred 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 as the trustee of the Trustee, in its own name, as Trustee of an express trust 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 notified 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, as this 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 as such, but only an interest in the earnings, as this and proceeds thereof as aforesaid, the intention hereof being to vest in said The Cosmopolitan National Bank of Chicago, as Trustee, the secure 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, or 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 title in such case made and provided.

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 Jose M. Ochoa and Rita Ochoa, his wife, hereunto set their hands and seal this 16th day of May 1988.

Jose M. Ochoa Rita Ochoa

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 JOSE M. OCHOA and RITA OCHOA, his wife

personally known to me to be the same person whose name is 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: SAMUEL EPSTEIN 134 N. LaSalle, Suite 2004 Chicago, Illinois 60602 782-3229

Given under my hand and notarial seal this 10th day of June 1988. Samuel Epstein Notary Public

RETURN TO: COSMOPOLITAN NATIONAL BANK OF CHICAGO COOK COUNTY RECORDER'S BOX NO. 226 901 NORTH CLARK STREET CHICAGO, ILLINOIS 60610-3237

1815 S. Ashland Ave. Chgo, Il. Street address of above described property

BOX 333-GG

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE RECEIVED JUN 22 1988

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
111 W. WASHINGTON ST., 11TH FLOOR
CHICAGO, ILL. 60601

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