UNOFFICIAL COPY

WARRANTY Deed In Trust

89480480

(The space for Recorder's use only)

Grantor(s), David J. Klapman and Ruth F. Klapman, 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(s) and warrant(s) unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, 801 N. Clark Street, Chicago, Illinois 60610-3287, 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 29th day of June, 19 89, and known as Trust Number 29174, the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

LOT 10 IN BLOCK 4 OF VILLAS WEST SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON SEPTEMBER 2, 1976 AS DOCUMENT NO. 23622587.

T#3333 TRAN 6095 07/21/89 11:51:00
#4976 # C *-89-480480
COOK COUNTY RECORDER

SUBJECT TO

ADDRESS OF PROPERTY: 2439 Greenwood, Northbrook, Illinois

PIN: 4-21-200-002 & 4-21-200-003

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 subdivision or part thereof, 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, 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 now or in the 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 198 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 manner of fixing the amount of present or future rentals, to partition 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, 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 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, 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, 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 or other instrument was executed in accordance with the terms, conditions and limitations contained in this Deed and said Trust Agreement and all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee 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.

This conveyance is made upon the express understanding and condition that neither the Cosmopolitan National Bank of Chicago individually nor 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 said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability, if any, being expressly waived by the Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee is concerned the owner of any indebtedness or cause of action for damages shall look only to the trust estate for payment or satisfaction thereof. The Trustee shall have no duty to see to any of the covenants contained in said Trust Agreement, it being understood that the sole duty of the Trustee is to convey said real estate from time to time in accordance with the directions of the beneficiaries of said Trust Agreement, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only as the same may be enforceable against the Trustee, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the recording of or filing for record of this Deed.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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 Grantor the entire legal and equitable title in fee simple in and to all of said real estate.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note any conveyance or charge or memorial, unless they bear upon their face a certificate of authentication, signed by the Trustee, or its successor in trust, that the conveyance or charge or memorial is made in accordance with the terms and conditions of this Deed and said Trust Agreement and is binding upon the beneficiaries thereunder, or words of similar import, in accordance with the statute in such case made and provided.

Grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, Grantor(s) have signed this deed, this 9th day of July, 19 89.

David J. Klapman

Ruth F. Klapman

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 David J. Klapman & Ruth F. Klapman, his wife are 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.

GIVEN under my hand and notarial seal this 9th day of July, 19 89.

OFFICIAL SEAL
SANDER KLAPMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 13,1993

Sander Klapman
Notary Public

THIS DEED PREPARED BY:
Sander Klapman
9235 N. Menard
Morton Grove, IL 60053
967-5433

Exempt under Real Estate Transfer Act. Par. E
Section 4, & Cook Cty. Ord. 95104, Par. E
7-21-89 David J. Klapman Seller
Date Buyer, Seller or Representative

DOCUMENT NUMBER 89-480480

RETURN TO: THE COSMOPOLITAN NATIONAL BANK OF CHICAGO
COOK COUNTY RECORDER'S BOX NO.
801 NORTH CLARK STREET
CHICAGO, ILLINOIS 60610-3287

1200

Property of Cook County Clerk's Office