

TRUSTEE'S DEED IN TRUST

UNOFFICIAL COPY

The Grantor, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, and duly authorized to accept and execute trusts within the State of Illinois, not personally, but solely as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement dated the 30th day of November 19 87 and known as Trust Number 28369 in consideration of Ten and No/100ths Dollars (\$10 00), and other valuable considerations paid, conveys and quit claims to Metropolitan Bank and Trust Company

of 2201 West Cermak Road, Chicago, Illinois 60608 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 15th day of June 19 89 and known as Trust Number 1779 the following described real estate in the County of Cook and State of Illinois,

The West 45 feet of the North 119 feet of Lot 1 (except that part thereof lying West of a line 50 feet East of and parallel with the West line of Section 18) in Block 9 in Rockwell's addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. PIN: 17-18-100-001

Lot 1 in the Subdivision of the East 120 feet of the North 339 feet of Lot 1 in Block 9 in Rockwell's addition to Chicago, and also the 66 feet West of and adjoining Lot 1, being a piece of land 66 Feet wide by 119 feet deep to a 16-foot alley and known as the East 66 feet of Lot 18 on a plat entitled H. Potwin's Subdivision of the North 449 feet of Lot 1 in Block 9 in Rockwell's Addition to Chicago, in the Northeast 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian and the West 1/2 of the Northwest 1/4 of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-18-100-002, 003, 004 and 005

The provisions on the reverse side hereof are incorporated into and made a part of this deed.

This Deed is executed by the Grantor, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement first above mentioned, including the authority to convey directly to the Trustee, Grantee named herein, and of every other power and authority hereto enabling.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereunto affixed, and same to be signed by its Assistant Vice President and attested by its Assistant Trust Officer, this 7th day of June 19 89



THE COSMOPOLITAN NATIONAL BANK OF CHICAGO as Trustee as aforesaid, and not personally.

BY: Rose M. Trulis Assistant Vice President

ATTEST: Eileen F. Gamberdino Assistant Trust Officer

State of Illinois)) SS. County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Rose M. Trulis

Assistant Vice President of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, and Eileen F. Gamberdino

Assistant Trust Officer of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer or Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth and the said Assistant Trust Officer or Assistant Trust Officer did also then and there acknowledge that he/she as custodian of the corporate seal of said national banking association did affix the said corporate seal of said national banking association to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.



This instrument was prepared By: Linda Davis

Land Trust Department Cosmopolitan National Bank of Chicago 801 North Clark Street Chicago, Illinois 60610-3287

Given under my hand and Notarial Seal this 16th day of June 19 89 Sandra Steffens Notary Public

2341 W. Madison, Chicago, Illinois Street address of above described property.

Mail To: ELIAS N. NITSARIS 500 W. W. ADVISON 40477000 Chicago, IL 60606

MAIL TO

THIS

89311602

DOCUMENT NUMBER

Form 626-700 (10-85)

89-496 - Cook 236

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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 Grantee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate 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 Grantee, 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 to time, in possession or reversion, by leases to commence in praesenti or in futuro, 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 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 Grantee, 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 Grantee, 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 said trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee Grantee, or be obliged or privileged to inquire into any of the terms of said latter Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee Grantee, 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 deed and by said latter 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 deed and in said latter Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee Grantee, 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 its, his, 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 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 first mentioned Trust Agreement or any amendment thereto, or for 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 the Trustee Grantee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said latter Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee Grantee, in its own name, as Trustee of an express trust and not individually (and the Trust Grantee 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 Grantee 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 for record of this Deed.

The interest of each and every beneficiary hereunder and under said latter 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 or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary thereunder 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 therefrom as aforesaid, the intention hereof being to vest in said Trustee Grantee 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 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 statute in such case made and provided.

89311602

Handwritten signature
132

Cook County Clerk's Office

89-311602

UNOFFICIAL COPY

2341 W. Madison, Chicago, Illinois
Street address of above described property.

(Chicago, Illinois 60610-3287
801 North Clark Street
Cosmopolitan National Bank of Chicago
Land Trust Department
By: Linda Davis
This instrument was prepared

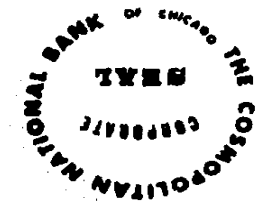
OFFICIAL SEAL
SANDRA STEPHENS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5-22-91

Notary Public
June 19 89
Given under my hand and Notarial Seal this 16th day of

for the uses and purposes therein set forth.
said national banking association as his/her own free and voluntary
for the uses and purposes therein set forth and there acknowledge that he/she as custodian of the
for the uses and purposes therein set forth and the said national banking association, as Trustee,
acted that they signed and delivered the said instrument as their own free and voluntary
personally known to me to be the same persons whose names are subscribed to the
forgoing instrument as such Vice President and Assistant Trust Officer or
Assistant Trust Officer of said national banking association,
and as the free and voluntary act of said national banking association, as Trustee,
and as the free and voluntary act of said national banking association, as Trustee,
acted that they signed and delivered the said instrument as their own free and voluntary

Assistant Vice President of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, and Eileen F. Gamberdino
HEREBY CERTIFY, THAT Rose M. Trullis
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO

State of Illinois)
) SS.
(County of Cook)



ATTEST:
BY: [Signature]
Assistant Vice President

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO
as Trustee as aforesaid, and not personally.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereunto affixed, and same to be signed by its Assistant Vice President and
convey directly to the Trustee; grantee named herein, and of every other power and authority hereinabove mentioned, including the authority to
vested in it by the terms of said deed or deeds in Trust and the provisions of said Trust Agreement first above mentioned.
The provisions on the reverse side hereof are incorporated into and made a part of this deed.

PIN: 17-18-100-001/17-18-100-002/17-18-100-003/17-18-100-004/17-18-100-005
COMMONLY KNOWN AS: 2341 WEST MADISON STREET, CHICAGO, IL
together with the appurtenances attached thereto.

FOR LEGAL DESCRIPTION SEE RIDER ATTACHED HERETO WHICH IS EXPRESSLY
INCORPORATED HEREIN AND MADE A PART HEREOF.

From 20:37:40 (10:35)
DOCUMENT NUMBER

20:37:40
89111668

THIS:

89-496-100K 236

UNOFFICIAL COPY

CO917C-83-

89311602

Property of Cook County

DEPT-01
THILLI
NO. 17-18-100-002

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, Grantor, protector and trustee, to improve, manage, protect and subdivide said real estate as often as desired, to dedicate, park, streets, highways or alleys and to vacate any subdivision or part thereof, and 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 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, Grantor, 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 lease 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 to receive the amount 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 assemt 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, Grantor, 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, Grantor, 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 said trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, Grantor, or be obliged or privileged to inquire into any of the terms of said later Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, Grantor, 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 in accordance with the trusts, conditions and limitations contained in this deed and in said later Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, Grantor, or any successor in trust, was duly authorized and empowered to execute and deliver every 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 us, his, her or their predecessor in trust.

This conveyance shall not be subject to any claim or judgment or decree for anything in or as Trustee, nor its successors or assigns, shall incur any personal liability or be subjected to any claim or judgment or decree for anything in or as Trustee, nor its successors or assigns, may do or omit to do in or about the said real estate or under the provisions of this Deed or said later Trust Agreement, or any amendment thereto, or for 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 the Trustee, Grantor in connection with said real estate may be entered into by it in the name of the then beneficiaries under said later Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, Grantor, in its own name, as Trustee of an express trust and not individually (and the Trustee, Grantor shall have no obligation 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, Grantor shall be applicable for the payment and discharge thereof). All persons and corporations who, however 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 in remainder and under said later 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 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, avails and proceeds thereof, as aforesaid, the intention hereof being to vest in said Trustee, Grantor 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 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 statute in such case made and provided.

Third Principal Meridian, in Cook County, Illinois.

PIN: 17-18-100-002, 003, 004 and 005