

UNOFFICIAL COPY

90556422

05 06 90

WARRANTY Deed in Trust

This space for Recorder's use only.

Grantor(s), Gilberto Monroig and Sara Monroig, His Wife
of the County of Cook and State of Illinois, for and in consideration of (\$10.00) Ten and no/100 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 7th day of November, 1990, and known as trust number 29706, the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

LOT 53 IN BLOCK 4 IN PICKET'S SECOND ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$13.25
TW2222 TRAN 9435 11/14/90 15:05:00
#8835 # B *-90-556422
COOK COUNTY RECORDER

SUBJECT TO: 90556422
ADDRESS OF PROPERTY: 1471 N. Milwaukee Ave., Chicago, IL 60622
PIN: 17-06-209-015 Vol. 583

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 lease to term, year, or period, or for any period or periods of time, to amend, change or modify the lease and the terms and provisions contained in any lease or to extend leases on any terms and for any period or periods of time, to renew leases and options to purchase the whole or any part of the premises, to contract respecting the manner of fixing the amount of present or future rentals, in partition or in 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, 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, 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 moneys 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 and 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 on or claiming under any such conveyance, lease or other instrument, at the time of the delivery thereof of 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 all amendments thereto, if any, and having upon all beneficiaries thereunder, (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/or 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 on 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 done or by 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 amendments 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 said Trustee in connection with said real estate may be entered into by it in the name of the then beneficiary as 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 in the individual and the Trustee shall have no obligation whatever with respect to any such contract, obligation, or indebtedness except only so far as the trust property and funds at the actual possession of the Trustee shall be applicable, for the payment and discharge thereof. All persons and corporations whatsoever and whatsoever shall be held with notice of this condition from the date of the recording and/or filing 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 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 thereof as aforesaid, the intention hereof being to vest in said The Cosmopolitan National Bank of Chicago, as Trustee, the entire legal and equitable title in fee simple, and to all of said real estate.

If the title to any of said 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.

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) he ve signed this deed, this 12th day of November, 1990.

Gilberto Monroig
GILBERTO MONROIG

Sara Monroig
SARA MONROIG

State of Illinois
County of Cook } SS.

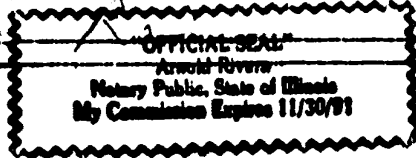
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gilberto and Sara Monroig His Wife

personally known to me to be the same persons whose names they subscribed in 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:
Arnold Rivers
Notary Public



Given under my hand and notarial seal this 12th day of November, 1990
Arnold Rivers
Notary Public



RETURN TO: THE COSMOPOLITAN NATIONAL BANK OF CHICAGO
COOK COUNTY RECORDER'S BOX NO. 226
801 NORTH CLARK STREET
CHICAGO, ILLINOIS 60610-3287

90556422

RECORDING NUMBER

FORM 673-1

1325

UNOFFICIAL COPY

Property of Cook County Clerk's Office

070374
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 14 '90
DEPT. OF REVENUE
158.00
P.B. 1067R

76311
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 14 '90
DEPT. OF REVENUE
92.00
P.B. 1067R

~~\$1,895.00~~
CH

REAL ESTATE TRANSACTION TAX
NOV 14 '90
DEPT. OF REVENUE
46.00
P.B. 11421

REAL ESTATE TRANSACTION TAX
NOV 14 '90
DEPT. OF REVENUE
79.00
P.B. 11421

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