

90202229

# UNOFFICIAL COPY

## WARRANTY Deed In Trust

This space for Recorder's use only.

Grantors, MA, HERNANDEZ, LEE and LEE PARTNERSHIP, an Illinois  
General Partnership  
of the County of Cook and State of Illinois for and in consideration  
of Ten Dollars 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 15th day of April 1990, and known as trust number 29535  
the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto

Lots 2, 3, 4 and 5 in Block 1 in Gallup and Schiesswohl's  
Addition to Rogers Park, a subdivision of Part of the North 1/2  
of the South 1/2 of the Southeast 1/4 of Section 31, Township  
41 North, Range 14, East of the Third Principal Meridian, in  
Cook County, Illinois.

S122-9335 (RMS)

Property of 90202229

DEPT-01 RECORDING 113.00  
DEPT-01 RECORDING 10.00  
T47777 TRAN 3024 05/02/90 14:49:00  
#9333 F \*90-102229  
COOK COUNTY RECORDER

SUBJECT TO  
ADDRESS OF PROPERTY 6540-50 S. Ashland, Avenue, Chicago, Illinois  
PIN: 11-31-415-017-0000

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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to create 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 his successors in trust all of the title, estate, powers and authorities vested in the 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 on any terms and for any period or periods of time, not exceeding in the case of any one lease a term of 99 years, to renew or extend leases on any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions of any lease at any time or times hereafter, to contract to make leases and to grant options to lease and option to renew leases and options to purchase the whole or any part thereof, 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 to any 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 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 or successors 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 or successors 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 proceeds of a trust have been applied with, or be obliged to inquire into the authority, necessity or expediency of an 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 or successors in trust, or any part of said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles) of said county, title, estate or claimant under any such conveyance, or any other instrument (all that the cause of the delays thereof the trusts, conditions and limitations contained in this Deed and said Trust Agreement or in any amendments, extensions, modifications and binding upon all parties thereunder, to) that said Trustee, or any successor or successor of successors in trust, was duly authorized and empowered to execute and deliver the same, to hold, trust deed, lease, mortgage, or other instrument and that the conveyance made to a successor or successors in trust, that such successor or successors in trust, have been or are fully vested with all the title estate, rights, powers, authorities, duties and obligations of title, by or their predecessor in trust.

This conveyance is made on the express understanding and agreement of all parties to the Cosmopolitan National Bank of Chicago, individually or as Trustee, for its successor or successors in trust, that it and any personal liability of the Trustee, or any successor or successors in trust, for anything for the acts or omissions of attorneys or agents or other fiduciaries or about said real estate, or under the possession of this Deed, or any amendments or modifications of the Deed, or any part of said real estate, or any part of said real estate, or about said real estate, and of all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred or entered into by said Trustee or any successor or successors in trust, or any part of said real estate may be entered into by or in the name of the then beneficiary under said Trust Agreement as their attorney in fact, hereby authorized and empowered for such purposes, or at the election of the Trustee, or any successor or successors in trust, as Trustee of any express trust and not as trustee and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or liability, except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof. All persons in the possession of said real estate, or any part thereof, shall be charged with notice of this condition to the title of the real estate and to the terms of this Deed.

The title, estate and interest of the beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the name, title and proceeds derived from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and to be heritable, transmissible and enforceable in equity, at law or equitably, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest in the real estate to be held by the Cosmopolitan National Bank of Chicago, as Trustee, the entire legal and equitable title in fee simple, in and to all of said real estate.

If there be any instrument, or any instrument now or hereafter registered, filed or in the chain of title, which purports to create a title or duplicate interest in the real estate, or any part thereof, or "upon condition" or "with covenants" or words of similar import, in accordance with the statute in this behalf made and provided.

Grantors hereby expressly waive, release and release any and all right or benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois IN WITNESS WHEREOF Grantors have signed this deed, this 26th day of April 1990.

*Joseph M. Lee*  
JOSEPH M. LEE  
*William T. Lee*  
WILLIAM T. LEE

*Victoriano E. Hernandez*  
VICTORIANO E. HERNANDEZ  
*Steven Lee*  
STEVEN LEE

State of Illinois  
County of Cook  
I, ISS. VICTORIANO E. HERNANDEZ, STEVEN LEE, JOSEPH MA, HERNANDEZ, WILLIAM T. LEE and LEE PARTNERSHIP, an Illinois general partnership,

personally known to me, to be the same person(s) whose name(s) appear(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 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 MARC J. BLUMENTHAL, LTD., 188 West Randolph Street, Suite 2111, Chicago, Illinois 60601 on and between and between was this 27th day of April 1990.

RETURNS TO: THE COSMOPOLITAN NATIONAL BANK OF CHICAGO  
COOK COUNTY RECORDER'S BOX NO. 229  
801 NORTH CLARK STREET  
CHICAGO ILLINOIS 60610-3287

**"OFFICIAL SEAL"**  
**Robert Joseph McCormick**  
Notary Public, State of Illinois  
My Commission Expires 6/26/93

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Property of Cook County Clerk's Office

10202229

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