

WARRANTY Deed In Trust

This space for Recorder's use only

Grantor(s), Zerna Brodtkin and Anne Kogan

of the County of Cook and State of Illinois, (for and in consideration of 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 27th day of July, 19 91, and known as trust number 29856, the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

See Attached

91424753

DEPT-01 RECORDINGS 113.29
141111 TRAN 2091 08/07/91 10:51:00
40084 : 6 *--7 1--424753
COOK COUNTY RECORDER

SUBJECT TO Covenants, conditions and restrictions of record; general taxes for the year 1990 and subsequent years.

ADDRESS OF PROPERTY: 810 - 260 S. Elmhurst Road, Des Plaines, Illinois

PIN: See Attached

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 in any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, to establish the 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 in 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 on any terms and for any period or periods of time, not exceeding in the case of any single demised 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 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 real estate or 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, or any successor in trust, in relation to said real estate or to whom said real estate in 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 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, a duly executed, 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 (a) that the title of the Deeds of 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 trusts, conditions and limitations contained in this Deed and in said Trust Agreement or in all amendments thereof, if any, and binding upon all persons thereafter, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, or other instrument, and (d) that 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 on the express understanding and condition that neither The Cosmopolitan National Bank of Chicago, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim of judgment for anything if they or their agents or attorneys may do or omit to do in or about said real estate or under the provisions of this Deed of said Trust Agreement or any amendment thereof, or be liable 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 liability 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 beneficiaries 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 and not otherwise, 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 charged 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 accruing from the sale of 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, to and to all 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 of note in the certificate of title of 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 waives and releases any and all right of homestead under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, Grantor(s) has signed this deed, this 27th day of July, 1991.

Zerna Brodtkin

Anno Kogan

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 Zerna Brodtkin and Anno Kogan

personally known to me to be the same person whose name is REQ 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: Given under my hand and notarial seal this 27th day of

Jeffrey I. Blaiswitz
33 N. LaSalle, Suite 2000
Chicago, IL 60602

July 19 91
Ronald G. Silbert
Notary Public

Exempt deed or instrument
Eligible for recordation
without payment of tax
City of Des Plaines

Exempt deed or instrument
Eligible for recordation
without payment of tax
City of Des Plaines

DOCUMENT NUMBER
91424753



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UNOFFICIAL COPY

Property of Cook County Clerk's Office

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A parcel of land in the North East Quarter of the North East Quarter of Section 23, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: "Commencing at the North East Corner of said Section; thence 240.4 feet Southerly along the East Line of said Section to the point of beginning; thence 207.0 feet Westerly along a line parallel to the North Line of said Section; thence 240.4 Feet Northerly along a Line parallel to the East Line of said Section to a point on the North Line of said Section; thence 16.0 feet Westerly along the North Line of said Section; thence 659.4 Feet Southerly along a Line parallel to the East Line of said Section; thence 223.0 Feet Easterly along a Line parallel to the North Line of said Section to a point on the East Line of said Section; thence 419.0 Feet Northerly along the East Line of said Section to the point of beginning (except those parts dedicated for highway purposes), all in Cook County, Illinois.

Commonly known as: 810-860 S. Elmhurst Road Des Plaines, IL

P.I.N.	Vol 050	08-23-201-023
		08-23-201-024
		08-23-201-025
		08-23-201-033
		08-23-201-034
		08-23-201-035
		08-23-201-036
		08-23-201-037
		08-23-201-038
		08-23-201-039
		08-23-201-040
		08-23-201-041

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