

# UNOFFICIAL COPY

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## WARRANTY Deed in Trust

This space for Recorder's use only.

Grantor(s) **STANLEY RZEZNICK AND WLADYSLAWA RZEZNICK AND JOSEPH RZEZNICK**  
**(1st and 2nd Married to each other) (3rd married to Dana Rzeznick)**  
of the County of **Cook** and State of **Illinois**, for and in consideration of **TEN DOLLARS  
IN HAND PAID** Dollars (\$ 10.00), and other

valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) unto COSMOPOLITAN BANK AND TRUST, 801 N. Clark Street, Chicago, Illinois 60610-3287, a corporation of Illinois, duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the **17** day of **JUNE**, 19**93**, and known as trust number **30031**, the following described real estate in **COOK** County, Illinois, together with the appurtenances attached thereto:

**Lot 6 in Block 1, in Collins and Gauntlett's Henderson Street Subdivision, a Subdivision of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

• DEPT-11 RECORD TOR \$23.00  
• T#6666 TRAN 5701 06/28/93 14:37:00  
• #4348 # \*-492767  
• COOK COUNTY RECORDER

### SUBJECT TO:

**Covenants, conditions and restrictions of record; public and utility easements; roads and highways, if any; existing leases**

**ADDRESS OF PROPERTY: 4913 W. Rosecrans, Chicago, Illinois. T#6666 TRAN 5701 06/28/93 14:40:00**

PIN: **13 21 410 015**

**COOK COUNTY RECORDER**

**TO HAVE AND TO HOLD said real estate with the appurtenances, on the trust, 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 locate 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 in present or future, and on any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 1998 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 reversion, 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/or 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 money, 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, 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 in trust, in relation to said real estate shall be considered 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 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 trust conditions and limitations contained in this Deed and in said Trust Agreement or in all amendments therof, if any, and (c) that upon all beneficiaries being deceased, (d) 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 (e) 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 Cosmopolitan Bank and Trust, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim or judgement 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 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 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 individually (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 whomsoever 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 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 The Cosmopolitan Bank and Trust, as Trustee, the entire 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 waives(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 **18** day of **JUNE**, 19**93**.

*Wladyslawa Rzeznik*  
**WLADYSLAWA RZEZNICK**

*Joseph Rzeznik*  
**JOSEPH RZEZNICK**

State of **Illinois**  
County of **Cook** SS

*Stanley Rzeznik His wife and Joseph Rzeznick MARRIED TO DAN RZEZNICK*  
**STANLEY RZEZNICK & WLADYSLAWA RZEZNICK MARRIED TO DAN RZEZNICK**

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ 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:

**JOAN ELLEN SMUDA  
1737 N. Honore St.  
Chicago, Illinois 60622**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

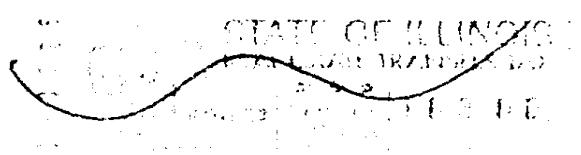
**STANLEY RZEZNICK & WLADYSLAWA RZEZNICK**

Given under my hand and notarial seal this **22** day of **July**, 19**93**.  
*Jayne*  
Notary Public  
OFFICIAL SEAL  
MARY H KOH  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRED JULY 18, 1996

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

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RECEIVED  
COOK COUNTY CLERK'S OFFICE  
MAY 14, 1967  
STATE OF ILLINOIS  
THE GREAT SEAL OF THE STATE OF ILLINOIS  
1861  
\$1,222.50  
~~\$1,222.50~~  
CMA

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