

**ADMINISTRATOR'S
QUIT CLAIM DEED IN TRUST**

94516829

UNOFFICIAL COPY 94516829

This space for Recorder's use only.

Grantor(s) KENNETH KASPER AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF HELEN V. KASPERAK (SEE ATTACHED EXHIBIT "A")

of the County of Cook and State of Illinois, in consideration

of Dollars (\$), and other valuable consideration, receipt of which is hereby acknowledged, convey(s) and quit claim(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 10th day of May, 19 94, and known as trust number 30121, the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

Lot 14 in John Pecha's Subdivision of the East Half of the West Half of Block 11 in Stone and Whitney's Subdivision of Part of Sections 6 and 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: All matters of Record.

DEPT-01 RECORDING \$25.00
 T99999 TRAN 4238 06/13/94 11:29:00
 4661 + Dw * - 94 - 516829
 ADDRESS OF PROPERTY: 430 S. HONORE, CHICAGO ILLINOIS 60609 COOK COUNTY RECORDER

PIN: 20-07-202-077 Vol. 416
 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 receive, 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 redivide 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 in 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 100 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 to purchase, to acquire, to hold 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, of any kind, to release, convey or assign any right, title or interest in or about or 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 in 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 money borrowed or advanced on said real estate, or be obliged to see that the terms of said trust instrument are 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 conclusively 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 in 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 trusts, conditions and limitations contained in this Deed and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries (including, if applicable, a) said Trustee, or any successor in trust, who duly substituted and empowered in writing and delivered every such deed, trust deed, lease, mortgage or other instrument, and (b) that 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 the, his, her or their predecessor in trust.

This conveyance is made upon 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 judgment or decree for anything in 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 first mentioned Trust Agreement or any instrument 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/Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee/Trustee, in its own name, as Trustee, or as express trust and not individually (and the Trustee/Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only as to the real property and funds in the actual possession of the Trustee/Trustee) shall be applicable for the payment and discharge thereof. All persons and corporations who incur and whatsoever shall be charged with notice of this condition from the date of the filing for 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, profits 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, profits and proceeds therefrom. In witness whereof, the intention herein being to vest in said Cosmopolitan Bank and Trust as Trustee, the entire legal and equitable title in fee simple, to 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 waives(s) and releases(s) any and all right(s) by benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, Grantor(s) has signed this deed, this 27 day of MAY, 19 94.

Kenneth Kasper, Administrator
 KENNETH KASPER AS INDEPENDENT ADMINISTRATOR AFORESAID

State of Illinois
 County of Cook } BS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH KASPER as Independent Administrator of the Estate of HELEN V. KASPERAK, deceased

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 7th day of June, 19 94
Edward G. Schussler
 Notary Public

THIS DEED PREPARED BY:
 EDWARD G. SCHUSSLER
 9400 S. CIGERO # 302
 OAK LAWN, ILLINOIS 60453

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

OFFICIAL SEAL
 EDWARD G. SCHUSSLER
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. DEC. 4, 1996

TICOR TITLE BOX 15

94516829
 94516829

DOCUMENT NUMBER

2

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Property of Cook County Clerk's Office

04274989
62891506

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
\$40.00

COOK COUNTY
REAL ESTATE TRANSACTION TAX
\$20.00
STAMP APR-94

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT OF REVENUE
\$00.00

TICOR TITLE BOX 12

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Grantor KENNETH KASPER AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF HELEN V. KASPERAK, DECEASED, by virtue of letters of office issued to him by the Circuit Court of Cook County, State of Illinois and in exercise of his powers as Independent Administrator and in pursuance of every other power and authority, and in consideration of the sum of (\$40,000.00) Forty Thousand and No/100-----

Property of Cook County Clerk's Office

00313594

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Property of Cook County Clerk's Office

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