

**UNOFFICIAL COPY** 94783648

## **WARRANTY Deed in Trust**

This space for Recorder's use only.

Grantors, KWOK TO CHANG and SUI LING CHANG, his wife, as joint tenants with right  
of survivorship

of the County of Cook, and State of Illinois, for and in consideration of Ten & No/100 Dollars (\$ 10.00), and other valuable consideration, receipt of which is hereby acknowledged, conveys and warrants unto COSMOPOLITAN BANK AND TRUSTEE, 301 N. Clark Street, Chicago, Illinois 60610-3252, a corporation of Illinois, duly authorized to accept and execute trust, within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 22nd day of January, 1981, and known as trust number 12132, the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

Lot 16 in Block "C" in Albert Crane Subdivision of Block C and D of  
Walter Wright's Subdivision of the North 1/2 of the North 1/2 of the  
West 1/2 of the South West 1/4 of Section 28, Township 39 North,  
Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO

ADDRESS OF PROPERTY: 2702 South Union, Chicago, IL

PIN: 17-28-301-040-0000

TO HAVE AND TO HOLD said real estate with the aforesaid covenants, 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 locate roads, 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 make 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 of successors in trust and to grant to such successor or other person or trust all of the title, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, to lease and real estate, or any part thereof, from time to time, in possession or easement, leases to commence in possession or in future and for any period or periods of time, not exceeding in the case of any single lease, the term of 195 years, to create or extend leases on any terms and for any period or periods of time, to amend and change or modify leases and the terms and provisions thereof at any time or times hereafter, to consent to make leases and to give options to lease and/or rent to renew leases and options, to purchase the whole or any part of the reversion, to contract respecting the number of days the amount present or future of due payment of taxes, charges, and real estate, or any part thereof, for which real or personal property, to grant easements or charges of any kind, to release, convey or assign any title or interest in or over, or withdraw any easement, appointment or right to said real estate and any part thereof, and to deal with said real estate and over, pay thereon 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 heretofore done or not, as 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 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 or deed by said Trustee, or be obliged or privileged to inquire into any of the terms of and Trust Agreement, and as my 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 Register of Deeds and County) relying on or claiming under any such conveyance, lease or other instrument so that at the time of the delivery thereof the trust created by this Deed and my Trust Agreement was in full force and effect, so 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 thereunder, (e) any 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 (f) 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 this his her or their predecessor(s) in trust.

This conveyance is made on the express understanding and condition that neither Cosmopolitan Bank and Trust, individual or its Trustee, nor its successors or assigns 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 attorney fees 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 beneficiary under said Trust Agreement as their attorney in fact, hereby irrevocably being granted by such purposes, 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, except as specified by any such contract), any obligation or indebtedness except only so far as the first 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 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, dividends and proceeds arising from the sale or any other disposition of 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, dividends and proceeds thereof as above set forth, the intention hereof being to vest in said The Cosmopolitan Bank and Trust, as Trustee, the entire directed trust or register of note in the certificate of title or duplicate thereof or the original words of trust, or trust instrument, or both hand and stamp, *notwithstanding any other provision contained in this instrument*, in accordance with the statute in such case made and provided.

**Grantors** hereby expressly waives and releases any and all right or benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois.

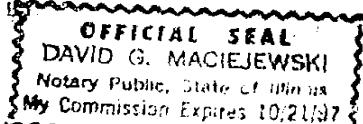
*Mr. & Mrs. J. C. L. Smith*

This document prepared by J. Lewis, 113 Madison St., Milwaukee, WI 53202.

State of Illinois {  
County of Cook } SS

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 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.

Given under my hand and notarial seal this 18th day of



RETURN TO: COSMOPOLITAN BANK AND TRUST  
COOK COUNTY RECORDER'S BOX NO. 226  
801 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60610-2282

Faculty Name \_\_\_\_\_

RETURN TO: COSMOPOLITAN BANK AND TRUST ✓

COOR COUNTY RECORDER'S BOX NO. 226  
MOUNTAIN CITY, IOWA

801 NORTH CLARE STREET  
CHICAGO, ILLINOIS (60616-2282)

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DEPT-01 RECORDING  
THURSDAY TRAN 1661 \$7.07/93 14.146.00  
REC'D # JEB # -94-783648  
COOK COUNTY RECORDER

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## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated August 18, 1994 Signature: J. Kwok To Chang  
Grantor or Agent  
KWOK TO CHANG

Subscribed and sworn to before  
me by the said Kwok To Chang  
this 18th day of August

19 94. Notary Public David O. Magruder

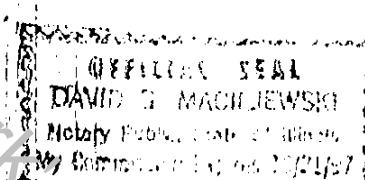


The grantees or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated August 18, 1994 Signature: Judith E. Lewis  
Grantee or Agent  
Land Trust Adm.

Subscribed and sworn to before  
me by the said Judith E. Lewis  
this 18th day of August

19 94. Notary Public David O. Magruder



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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