

UNOFFICIAL COPY

QUIT CLAIM Deed in Trust

96498485

DOCUMENT NUMBER

[Empty box for document number]

RETURN TO:

Cosmopolitan Bank and Trust
Cook County Recorder's Box No. 226
801 North Clark Street
Chicago, Illinois 60610-3287

RECORDERS USE ONLY
745555 IRAN 8634 06/27/96 1512:100
48342 JLL *96-498485
COOK COUNTY RECORDER

RECORDERS USE ONLY

Grantor(s), ESTELLE POMCZYK, a widow

of the county of COOK and State of Illinois, in consideration of
Ten and 00/100 Dollars (\$ 10.00), 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 12th day of
December, 19 83, and known as trust number 26759, the following described real estate in
Cook County, Illinois, together with the appurtenances attached thereto:

Lots 23, 24 and 25 in Miller Subdivision of Block 5 and 6 of Edson Subdivision
of the South 3/4 of the East 1/2 of the North West 1/4 of Section 20, Township 40
North, Range 14 East of the Third Principal Meridian together with a part of
Lot 12 of Laflin Smith Dyer's Subdivision of the North East 1/4 of said
Section 20, in Cook County, Illinois

NOTE: If additional space is required for legal - attach on separate 8 1/2 x 11 sheet.
SUBJECT TO:

96498485

ADDRESS OF PROPERTY: 3705-13 North Southport Avenue, Chicago, Illinois

PIN: 14-20-115-011-23; 14-20-115-011-24; 14-20-115-011-25

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 vacate 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 encum-
ber 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 praesenti* or *in futuro*, and on any terms and for any period or periods of time, not exceeding in the case of any
single demise the term of 198 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 every part thereof in all
other ways and for such other consideration 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.

25/50
CML

UNOFFICIAL COPY

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 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 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 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 thereof, if any, and binding upon all beneficiaries thereunder, (c) 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 and (d) 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 its, 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 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 first mentioned 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 the Trustee/Grantee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said latter Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee/Grantee, in its own name, as Trustee of an express trust and not individually (and the Trustee/Grantee 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/Grantee 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 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, 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 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 Cosmopolitan Bank and Trust as Trustee, the entire legal and equitable title in fee simple, in 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 waive(s) and release(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) has signed this deed, this 14th day of January, 1996.

Estelle Tomczyk

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

ESTELLE TOMCZYK

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 she signed, sealed and delivered the said instrument as her 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 14th day

THIS DEED PREPARED BY: BERNARD DAVIS

BERNARD DAVIS
ATTORNEY AT LAW

January, 1996

NAME & ADDRESS OF TAXPAYER: 205 WEST RANDOLPH STREET

SUITE 1410

ESTELLE TOMCZYK
3705-13 N SOUTH ST
CHI, ILL

CHICAGO, ILLINOIS 60608

346-9733

Notary Public



9608085

UNOFFICIAL COPY

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: 1/14, 1992

Signature: [Handwritten Signature]

Subscribed and sworn to before me by the said [Name] this 14 day of January, 1992.

Notary Public: [Handwritten Signature]

The grantee 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: 1/14, 1992

Signature: [Handwritten Signature]

Subscribed and sworn to before me by the said [Name] this 14 day of January, 1992.

Notary Public: [Handwritten Signature]

90438485

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.)

UNOFFICIAL COPY

96408185

Property of Cook County Clerk's Office