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WARRANTY

Deed in Trust

96334055

DOCUMENT NUMBER

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RETURN TO:

Cosmopolitan Bank and Trust
Cook County Recorder's Box No. 226
801 North Clark Street
Chicago, Illinois 60610-287

DEPT-01 RECORDING \$27.00
T40011 TRAN 1381 05/02/96 10:50:00
#6698 ÷ CG *-96-334055
COOK COUNTY RECORDER

RECORDERS USE ONLY

Grantor(s) Tingstol Company, Corporation of Delaware

of the County of Cook and State of Illinois, for and in consideration of Ten Dollars---
----- 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 28th day of October
19 83, and known as trust number 26713, the following described real estate in Cook County,
Illinois, together with the appurtenances attached thereto:

See Exhibit "A" attached hereto and made a part hereof.

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

SUBJECT TO: covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; general real estate taxes for the year 1994 and subsequent years; the mortgage or trust deed set forth in paragraph 3 and/or Rider 705.

ADDRESS OF PROPERTY: 1336-40 West Fullerton, Chicago, Illinois 60614

PIN: 14-2 9-321-033-0000; 14-29-321-036-0000; & 14-29-321-035-0000

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 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 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 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 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.

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In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom 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 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 judgment 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 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 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 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 30th day of April, 19 96.

Tingstol Company, Corporation of Delaware

By: John A. Bernauer
John A. Bernauer, Executive Vice President

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 John A. Bernauer, Executive Vice President

of Tingstol Company, Corporation of Delaware

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.

THIS DEED PREPARED BY:

Helen M. Jensen/Nisen & Elliott 200 W. Adams St., Chicago, Illinois 60606
NAME & ADDRESS OF TAXPAYER:

Given under my hand and notarial seal this 30th day of April, 19 96

OFFICIAL SEAL
HELEN M. JENSEN
Notary Public, State of Illinois
My Commission Expires Feb. 3, 1998

Helen M. Jensen
Notary Public

96334055

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STREET ADDRESS: 1336-40 W. FULLERTON

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 14-29-321-033-0000 , 035 + -036

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOT 8 IN COUNTY CLERK'S DIVISION OF BLOCK 43 DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 8, 121 FEET SOUTH OF THE NORTH WEST
CORNER THEREOF, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 8, 108 FEET 9 INCHES MORE
OR LESS TO THE CENTER LINE OF A PARTY WALL, THENCE EAST ALONG THE SAID CENTER LINE AND
SAID CENTER LINE EXTENDED EAST TO EAST LINE OF LOT 8 THENCE NORTH ALONG EAST LINE OF LOT
8 TO A POINT 121 FEET SOUTH OF THE NORTH EAST CORNER THEREOF THENCE WEST 132 FEET 6 1/2
INCHES MORE OR LESS TO THE POINT OF BEGINNING IN SHEFFIELD'S ADDITION TO CHICAGO IN THE
SOUTH EAST QUARTER OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY AGREEMENT BETWEEN BILTMORE BUILDINGS,
INCORPORATED, AN ILLINOIS CORPORATION, AND FRED A. ZIMMER DATED OCTOBER 21, 1952 AND
RECORDED NOVEMBER 18, 1952 AS DOCUMENT NO. 15487610 AND RESERVED IN THE WARRANTY DEED
FROM BILTMORE BUILDINGS INCORPORATED, A CORPORATION OF ILLINOIS, TO JOSEPH C. GROSS
DATED MARCH 18, 1955 AND RECORDED MARCH 22, 1955 AS DOCUMENT NO. 16181701 AND GRANTED BY
INSTRUMENT MADE BY BILTMORE BUILDINGS INCORPORATED, A CORPORATION OF ILLINOIS, TO THE
EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER
TRUST AGREEMENT DATED APRIL 27, 1955 AND KNOWN AS TRUST NUMBER 5547 DATED JULY 29, 1955
AND RECORDED AUGUST 9, 1955 AS DOCUMENT NO. 16326219 FOR INGRESS AND EGRESS FROM
FULLERTON AVENUE OVER AND ACROSS THE EAST 32 FEET OF LOT 8 IN COUNTY CLERK'S DIVISION
AFORESAID THE SOUTH LINE OF SAID EASEMENT BEING THE NORTH LINE OF FULLERTON AVENUE AND
THE NORTH LINE OF SAID EASEMENT BEING THE SOUTH LINE OF PARCEL 1 AFORESAID ALL IN COOK
COUNTY, ILLINOIS.

(EXCEPT THAT PART OF LOT 8 OCCUPIED BY THE BUILDING LOCATED MAINLY ON THE PROPERTY EAST
AND ADJOINING, AS SHOWN ON THE SURVEY NUMBERED 96779, DATED APRIL 12, 1994 BY ROBERT E.
BIEDERMANN, PURSUANT TO THE AMENDMENT TO THE EASEMENT RECORDED JULY 13, 1979 AS DOCUMENT
25050344)

PARCEL 3:

THAT PART OF LOT 8 IN COUNTY CLERK'S DIVISION OF BLOCK 43 IN SHEFFIELDS ADDITION TO
CHICAGO IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS
FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE NORTH ALONG THE WEST
LINE OF LOT 8 A DISTANCE OF 366.43 FEET, THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF
SAID LOT A DISTANCE OF 0.90 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT
IN THE CENTER LINE OF A PARTY WALL, SAID POINT BEING 7.50 FEET EAST OF THE WEST LINE AND
362.83 FEET NORTH OF THE SOUTH LINE OF SAID LOT 8 THENCE EAST ALONG THE SAID CENTER LINE
OF SAID PARTY WALL TO A POINT WHICH IS 32 FEET W OF THE EAST LINE AND 362.88 FEET NORTH
OF THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH ALONG A LINE WHICH IS PARALLEL TO AND 32
FEET WEST OF THE EAST LINE OF SAID LOT 8 A DISTANCE OF 362.88 FEET TO THE SOUTH LINE OF
LOT 8; THENCE WEST ALONG THE SOUTH LINE OF LOT 8 TO THE POINT OF BEGINNING, IN COOK
COUNTY, ILLINOIS.

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COOK
CO. NO. 016
249849

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
MAY 1 '96 DEPT. OF REVENUE
825.00
P.B. 10686

COOK
CO. NO. 016
249849

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
MAY 1 '96 DEPT. OF REVENUE
825.00
P.B. 10686

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE FEB 21 '96
P.B. 11138
~~80.00~~
12,375.00 20M

Cook County

REAL

REVENUE
STAMP MAY 1 '96



825.00

96334055

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