

776244 D.R. HEIN 13

TRUSTEE'S DEED
IN TRUST

DOCUMENT NUMBER

[Empty box for document number]

Cosmopolitan Bank and Trust
Successor Trustee to
First Bank of Oak Park

98090730

98493213
0035/0002 07 001 Page 1 of 4
1998-06-11 09:26:45
Cook County Recorder 27.50

RECORDERS USE ONLY

The Grantor, Cosmopolitan Bank and Trust, a corporation of Illinois and duly authorized to accept and execute trusts within the State of Illinois, not personally, but solely as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said in pursuance of a certain Trust Agreement dated the 11th day of December, 19 78, and known as Trust Number 11569, in consideration of Ten and No/100ths Dollars (\$10.00) and other valuable considerations paid, conveys and quit claims to LaSalle National Bank

of 135 South LaSalle Street, Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 25th day of January, 19 98, and known as Trust Number 121450 the following described real estate in the County of Cook and state of Illinois.

NOTE: If additional space is required for legal - attach on separate 8 1/2 x 11 sheet together with the appurtenances attached thereto.

RECORD THIS DEED

PIN: 13-02-217-035, 036, 037

The provisions on the reverse side hereof are incorporated into and made a part of this deed.

This Deed is executed by the Grantor, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement first above mentioned, including the authority to convey directly to the Trustee/Grantee named herein, and of every other power and authority thereunto enabling.

BOX 333-611

received
3-16-98
[Signature]

Re-recording to correct name

4

TO HAVE AND TO HOLD the said real estate with the appurtenances upon 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/Grantee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and 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/Grantee, 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 98 years, and to renew or extend leases upon any terms and for any periods of time and 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 and 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.

In no case shall any party dealing with said Trustee/Grantee, 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/Grantee, 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 expedience of any act of said Trustee/Grantee, or to be obliged or privileged to inquire into any of the terms of said latter Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee/Grantee 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 upon 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 relying upon 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 latter 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 latter Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee/Grantee, 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/Grantee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim or judgement or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the 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 record of this Deed.

The interest of each and every beneficiary hereunder and under said latter 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 Trustee/Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above 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.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereunto affixed, and same to be signed by its Assistant Vice President and Trust Officer and attested by its ~~Assistant Vice President and Trust Officer~~ Trust ~~Officer~~ Officer this 25th day of January, 1998.



COSMOPOLITAN BANK AND TRUST
as Trustee as aforesaid, and not personally,

By: [Signature]
~~Assistant Vice President and Trust Officer~~ Vice President - Trust Officer

Attest: [Signature]
~~Assistant Vice President and Trust Officer~~ Trust Officer

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 Gerald A. Wiel

~~Assistant Vice President and Trust Officer of COSMOPOLITAN BANK AND TRUST, a corporation of Illinois, and~~

Fred W. Cordell
Trust Officer

~~Assistant Vice President and Trust Officer of said corporation of Illinois, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such Assistant Vice President - Trust Officer and~~ Trust Officer ~~Assistant Vice President and Trust Officer~~, respectively,

Trust Officer

appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation of Illinois, as Trustee, for the uses and purposes therein set forth; and the said ~~Assistant Vice President and Trust Officer~~ Trust Officer ~~Assistant Vice President and Trust Officer~~ did also then and there acknowledge that he/~~she~~ as custodian of the corporate seal of said corporation of Illinois did affix the said corporate seal of said corporation of Illinois to said instrument as his/~~her~~ own free and voluntary act, and as the free and voluntary act of said corporation of Illinois, as Trustee, for the uses and purposes therein set forth.



This instrument was prepared
By: Kelly A. Gee
Land Trust Department
Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, Illinois 60610-3287

Given under my hand and notarial seal this 26th day of January, 1998.

[Signature]
Notary Public



3334 W. Peterson Ave., Chicago, IL
Street address of above described property.

Mail to: Form 2760
Chris Marinakis
77 W. Washington Suite 617
Chicago, IL 60602
NAME & ADDRESS OF TAXPAYER:
Richard L. Zoyba
3334 W. Peterson
Chicago, IL 60657

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXHIBIT 'A'

LEGAL DESCRIPTION

LOTS 15 TO 17 (EXCEPT THAT PART OF SAID LOTS LYING SOUTH OF A LINE 67 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SAID SECTION 2) IN BLOCK 3 IN OLIVER SALINGER AND COMPANY'S 5TH KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE WEST 1/2 AND OF THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH EAST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN FROM A POINT 643.43 FEET NORTH OF THE SOUTH WEST CORNER OF ABOVE DESCRIBED TRACT AS MEASURED ON THE WEST LINE THEREOF TO A POINT 642.97 FEET NORTH OF THE SOUTH EAST CORNER OF SAID TRACT AS MEASURED ON THE EAST LINE THEREOF IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office