

DEPT. OF REVENUE JUN 15 '87 330.00 Form #2753 CBI Corp The above space for Recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, NICHOLAS M. DURIC and MILENA P. DURIC, his wife, as joint tenants, with right of survivorship of the County of Cook and State of Illinois, for and in consideration of the sum of ten and no/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 6th day of July 1987, and known as Trust Number 28202, the following described real estate in the County of Cook and State of Illinois, to-wit:

(legal description attached hereto as Exhibit "A")

PROPERTY INDEX NUMBERS

09-36-419-129-1009

SUBJECT TO Restrictions, covenants, and easements of record property taxes for 1986 and 1987

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 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, 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 lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or 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 amount 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 herein 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 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 this 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 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 indenture 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 indenture 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 or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Cosmopolitan National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment 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 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 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 filing for record 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 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said The Cosmopolitan National Bank of Chicago 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 a 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, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid have hereunto set their hands and seal this 15th day of July 1987. Nicholas M. Duric (SEAL) Milena Duric (SEAL)

State of Illinois ss. I, Pamela J. Scantlin, a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that Nicholas M. Duric and Milena Duric HIS WIFE

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 they signed, sealed and delivered the said instrument as a 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 28th day of July 1987. Pamela J. Scantlin Notary Public

REAL ESTATE TRANSACTION TAX 330.00 Cook County

This space for affixing Stamps and Revenue Stamp

Grantor's Address: 801 North Clark Street Chicago, Illinois 60610

Document Number

3639297

This Deed Must be Returned to: The Cosmopolitan National Bank of Chicago Box No. 228

For information only insert street address of above described property.

UNOFFICIAL COPY

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1440575

NO DUPLICATION

3639297

3639297

INTERCOUNTY TITLE CO. OF ILLINOIS  
120 WEST MADISON  
CHICAGO, ILLINOIS 60602

BOX 97

A15365

REGISTRY  
HARRIS & BUSH  
JUL 30 1973

Property of Cook County Clerk's Office

DESCRIPTION OF PROPERTY

ITEM 1.

UNIT B-3 as described in survey delineated on and attached to and a part of Declaration of Condominium Ownership registered on the 11th day of September 1978 as Document Number 3045153

09-36-419-109-1009

3639297

ITEM 2.

An Undivided 3.35% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of LOT TEN (10) lying Northerly of a line drawn 33 feet Northerly of a line described as follows: Beginning at a point on the East line of Section 36, Township 41 North, Range 12, said point 197.05 feet North of the South East corner of Section 36 aforesaid; thence West along a line (being the center line of West Isam Street extended West) which forms an angle of 88 degrees 31 minutes 30 seconds with the East line of Section 36 aforesaid measured from South to West a distance of 165.51 feet to a point; thence Southwesterly along a line which forms an angle of 22 degrees 57 minutes 45 seconds with a prolongation of the last described course measured from West to South West a distance of 533.39 feet to a point on the South line of Section 36 aforesaid, said point being 34.10 feet West of the intersection of the Southwesterly right of way line of the Chicago and Northwestern Railway Company, with the South line of Section 36 aforesaid, in Gunther's Subdivision of Lot 6 of the Subdivision of that part of the East Half (1/2) of the South East Quarter (1/4) of Section 36, Township 41 North, Range 12 East of the Third Principal Meridian, lying North of the Railroad; ALSO, LOT ELEVEN (11) (except that part thereof lying Southerly of a line 33 feet Northerly of the following described line: Beginning at a point on the East line of Section 36 aforesaid, said point being 197.05 feet North of the South East corner of Section 36 aforesaid; thence, West along a line (being the center line of West Isam Street, extended West) which forms an angle of 88 degrees 31 minutes 30 seconds with the East line of Section 36 aforesaid measured from South to West a distance of 165.51 feet to a point; thence Southwesterly along a line which forms an angle 22 degrees 57 minutes 45 seconds with a prolongation of the last described course measured from West to South West, a distance of 533.39 feet to a point on the South line of Section 36 aforesaid, said point being 34.10 feet West of the intersection of the Southwesterly right of way line of the Chicago and Northwestern Railway Company with the South line of Section 36 aforesaid in said Gunther's Subdivision; ALSO, vacated alley by Plat of Dedication registered as Document No. 147831 in said Gunther's Subdivision; ALSO, all that part of the Northwesterly and Southeasterly 16 foot public alley lying Northeasterly of and adjoining the Northeasterly line of Lots 10 and 11 and Southwesterly of and adjoining the Southwesterly line of Lot 14 and lying Southeasterly of and adjoining the Southeasterly line of said Lot 12 produced Northeasterly 16 feet in said Gunther's Subdivision; ALSO, That part of the following Lots and alley taken as a tract: Lot Twelve (12), Lot Thirteen (13) and Lot Fourteen (14) (Except the Northeasterly 20 feet of Lot 14 and except that part thereof taken for public alley by Plat of Dedication registered as Document No. 147831 in said Gunther's Subdivision, and all that part of the Northwesterly and Southeasterly 16 foot public alley lying Northeasterly of and adjoining the Northeasterly line of Lots 12 and 13, lying Southwesterly of and adjoining the Southwesterly line of Lot 14 and lying Northwesterly of and adjoining the Southeasterly line of said Lot 12 produced Northeasterly 16 feet in said Gunther's Subdivision, lying Easterly and Southerly of following described line: Beginning on the Southeasterly line of said tract (said line being also Northerly line of N. Northwest Highway) at a point 22.80 feet Southeasterly of the most Westerly corner of said Lot 13; thence Northeasterly parallel with the Northwesterly line of said tract 183.66 feet; thence Southeasterly, parallel with said Northeasterly line of N. Northwest Highway, 29.00 feet; thence Northeasterly, parallel with Northwesterly line of said tract 59.37 feet; thence Southeasterly, parallel with said Northeasterly line of N. Northwest Highway, 42.12 feet to East line of said tract, said East line being also West line of Public alley, all in Cook County, Illinois.