

# UNOFFICIAL COPY

3669185

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, MARIAN MORZY and JADWIGA MORZY, his wife,

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 Warrant 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 25th day of July 1981, and known as Trust Number 25990,  
the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot Fifteen (15) in Cram's Subdivision of Lots 1 and 2 in Block 4 in the Superior Court Commissioner's Partition of Blocks 2, 4, 7 and the West Half (1/2) of Block 3, and the South Half (1/2) of Block 8 in Cochran and Other's Subdivision of the West Half (1/2) of the Southeast Quarter (1/4) of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

This instrument was prepared by:  
Julian E. Kules, Attorney at Law  
2329 W. Chicago Avenue  
Chicago, IL 60622

PROPERTY INDEX NUMBERS

*C. F'*

1 7 - 0 6 - 4 1 6 - 0 1 0 - 0 0 0 0 *Dan*

SUBJECT TO General taxes for 1987 and subsequent years.

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.

All power and authority is hereby granted to said Trustee, to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate park streets, highways or alleys, and to regulate and control said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on long term, to convey either with or without consideration, to assign and 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 deinate, to dedicate, in mortgag, 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 reversion or reversion, by leases 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 198 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 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 appertaining 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 the 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 appertaining 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 the preparation of any purchase money, rent or money borrowed or advanced for said real estate or any part thereof, or to be paid or to be incurred into any of the terms of and Trust Agreement, and every deed, trust, deed, mortgage, lease or other instrument executed by and Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence, to favor of every person (including the Register of Titles of said county), relying upon or claiming under any such conveyance, lease or other instrument, (a) that the terms of this instrument have been complied with, (b) to be obliged to inquire into the authority, necessity or expediency of any act so done by said Trustee, (c) to be obliged or prohibited to inquire into any of the terms of and Trust Agreement, and every deed, trust, deed, mortgage, lease or other instrument executed by and Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence, to favor of every person (including the Register of Titles of said county), relying upon or claiming under any such conveyance, lease or other instrument, (d) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this instrument and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (e) 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 (f) that this 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, but of their predecessor in title.

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 subject 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 Trustees in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement or 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 as 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 or record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under him 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 in all of the real estate above described. In the certificate of title or duplicate thereof, or memorial, the Register of Titles is hereby directed not to register notes 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 H. M. Morzy aforesaid has hereunto set their hand H. M. Morzy and Jadwiga Morzy and their hand Jadwiga Morzy this 13th day of October 1987.

Marian Morzy (SEAL) Rosemary Matkowsky (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Illinois | 1. Rosemary Matkowsky a Notary Public in and for said County, in  
County of Cook | 2. the state aforesaid, do hereby certify that Marian Morzy and Jadwiga  
Morzy, his wife,

OFFICIAL SEAL	Personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
ROSEMARY MATKOWSKY	<u>Elciey</u> 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.
NOTARY PUBLIC STATE OF ILLINOIS	Given under my hand and official seal this 13th day of October 1987
COMMISSION EXP DEC 21, 1990	<u>Rosemary Matkowsky</u> Notary Public

Personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Elciey 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 official seal this 13th day of October 1987

This Deed Must be Returned to:

The Cosmopolitan National Bank of Chicago  
Box No. 226

1037 N Honore  
Chicago, Illinois 60622

For information only insert street address of above described property.

Property of  
A transaction exempt from taxation under the Chicago  
Tax Ordinance by paragraph  
of Section 1-102-1 of the City Ordinance.  
Supt. Seller or Representative  
10-1-87 *[Signature]*

This space for affixing house and property stamp

Document Number  
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Age of C.      legal  
Address      100 N. Dearborn St.  
H. & S.      Alvin H. & Son  
Wif.      -  
Suz.      -  
Ac.      -  
De.      -  
Ren.      -  
Sig. Card      3669185

Stack  
Julian E. Kula  
2326 W. Chicago Ave.  
Chicago, Ill. June 22

Property of Cook County Clerk's Office

