

UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS
WARRANTY DEED IN TRUST FOR RECORD

21 984 077

Richard R. Olson
RECORDER OF DEEDS

JUL 20 '72 3 09 PM

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THIS INDENTURE WITNESSETH, That the Grantor, Arnette E. Arast, Spinster

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100ths Dollars (\$ 10.00),

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in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 7th day of July, 1972, and known as Trust Number 72-07-043, the following described real estate in the County of Cook and State of Illinois, to-wit:

PARCEL 3:

THE WEST 122.0 FEET OF THE EAST 154.69 FEET OF THE NORTH 127.0 FEET OF THAT PART LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE MOST EASTERLY LINE, THROUGH A POINT ON SAID MOST EASTERLY LINE, 70.69 FEET SOUTHERLY, AS MEASURED ALONG SAID MOST EASTERLY LINE AND SAID LINE EXTENDED NORTHERLY, OF THE CENTER LINE OF BALLARD ROAD. ALL BEING OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT, TO-WIT: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF BALLARD ROAD AND WEST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SECTION 15, 22.50 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 26.99 FEET EAST OF THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND SAID LINE EXTENDED NORTH TO THE CENTER LINE OF BALLARD ROAD IN THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER (EXCEPTING FROM SAID ABOVE DESCRIBED TRACT THE NORTH 33.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF AND EXCEPT THE WEST 33.0 FEET AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT AND EXCEPT THE SOUTH 150.0 FEET OF THE NORTH 183.0 FEET OF THE EAST 150.0 FEET OF THE WEST 183.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE AND THE WEST LINE OF SAID TRACT AND EXCEPTING FROM SAID TRACT THAT PART THEREOF FALLING WITHIN THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, SAID LAST DESCRIBED EXCEPTION TO BE CONSTRUED AS DELETING ALSO FROM SAID TRACT THAT PART OF LOT 6 IN GOETTSCHE'S SUBDIVISION OF PART OF THE SOUTH HALF OF SAID SECTION 15 FALLING WITHIN SAID LAST DESCRIBED EXCEPTION AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED TRACT THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT, SAID WEST LINE BEING THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND SAID POINT OF BEGINNING BEING SOUTH 00° 00' 00" WEST, AS MEASURED ALONG SAID WEST LINE 613.25 FEET FROM SAID CENTER LINE OF BALLARD ROAD; THENCE NORTH 55° 00' 00" EAST 233.50 FEET; THENCE NORTH 73° 00' 00" EAST 130.0 FEET; THENCE SOUTH 66° 00' 00" EAST 225.0 FEET; THENCE SOUTH 88° 00' 00" EAST 160.0 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 553.02 FEET SOUTHERLY AS MEASURED ALONG SAID EASTERLY LINE OF SAID CENTER LINE OF BALLARD ROAD, SAID EASTERLY LINE OF TRACT BEING AGAIN IDENTIFIED AS BEING AFOREDESCRIBED LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID SECTION 15, 22.50 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND EXTENDING THROUGH SAID POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER, 26.99 FEET EAST OF THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TO THE CENTER LINE OF SAID BALLARD ROAD) IN COOK COUNTY, ILLINOIS.

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Property of

SUBJECT TO

Declarations, covenants, restrictions and mortgages of record.

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 all ways and to create 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 mortgage, to 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 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 in the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, or 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 in 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, 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, 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 Midwest Bank and Trust Company, 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 thereof, or for injury to person or property here, within 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 attorneys-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 whatsoever 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 Midwest Bank and Trust Company 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 limitation," 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 has hereunto set hand and seal this 10th day of July 1972

Ernestine S. Quast [SEAL] [SEAL] [SEAL]

State of Illinois, County of Cook, SS. I, Rosanne Ruth De Pauw, Notary Public in and for said County, in the state aforesaid, do hereby certify that

Ernestine S. Quast is 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 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 Notary seal this 10th day of July 1972

Rosanne Ruth De Pauw Notary Public

Midwest Bank and Trust Company, 1606 Park Street, Elmwood Park, Illinois

BOX 49

For information only insert street address of above described property.

This space for affixing Return and Revenue Stamps

CONSIDERATION LESS THAN \$100.00

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END OF RECORDED DOCUMENT