

UNOFFICIAL COPY

QUIT CLAIM
WARRANTY DEED IN TRUST

Edward R. Olson

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

JUL 24 AM 9 33

22 410 340

JUL-24-73 659852 • 22410340 • A — Rec

5.00

FORM 5026 BANK FORM, INC.

THIS INDENTURE WITNESSETH, That the Grantor, Annette S. Anast, a spinster 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 Quit Claims 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 3rd day of July 19 73, and known as Trust Number 73-07-1100, the following described real estate in the County of COOK and State of Illinois, to-wit:

Lots 21, 22, 23, and 24 in Block 5 in Matthew Laflin, George H. Laflin, and Allen Loomis' Subdivision of certain blocks in the Canal Trustee's Subdivision of the West Half and the West Half of the Northeast Quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, according to plat recorded in Recorder's Office of Cook County, Illinois on January 31, 1863, in Book 161 of Maps, page 75, and recorded December 31, 1872, in Book 3 of Plats, page 66 as Document 75155.

SUBJECT TO

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 any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, or 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 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 to lease and to grant options to lease and options to renew leases and options 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 the premises 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 means, the manner of fixing the amount of present or future rentals, to own 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 or mortgaged by said Trustee, or any successor in trust, be obliged 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 deed or any amendment thereto, 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 instrument, (a) that at the time of instrument, 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, 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 it, 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 under the provisions of this deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening or about said real estate, any and in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as trustee or as express trust, not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or business 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 give in said Trust Agreement to The 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 not, in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate 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 her hand and seal this 13th day of July 19 73

Annette S. Anast (SEAL) *Barbara Rekart* (SEAL)
Annette S. Anast (SEAL)

State of Illinois)
) ss. Barbara Rekart
) Du Page) the state aforesaid, do hereby certify that:
) Annette S. Anast, a spinster

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 she signed, sealed and delivered the said instrument as her 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 17th day of July 19 73
Barbara Rekart
Notary Public

MAIL: GRANTEE'S ADDRESS:
Midwest Bank and Trust Company
1606 N. Harlem Ave.
Elmwood Park, Illinois

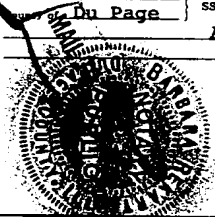
1451 W. Madison, Chicago, Ill.
For information only insert street address of above described property.

5.00

This space for affixing Return and Revenue Stamp

NO TAXABLE CONSIDERATION

22410340



END OF RECORDED DOCUMENT