

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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RECORDS SECTION  
COOK COUNTY ILLINOIS

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5.10

FORM 655 BANKFORM, INC.

THIS INDENTURE WITNESSETH, That the Grantor, Annetta 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 a  
and Warrant a 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  
21st day of March 1974, and known as Trust Number  
74-03-1230, the following described real estate in the County of Cook and State  
of Illinois, to-wit:

PARCEL NO. 1:

The North 125 feet of the West 51 feet 8 7/8 inches of Lot 6  
in Block 62 in Evanston in Section 18, Township 41 North, Range  
14 East of the Third Principal Meridian;

ALSO

PARCEL NO. 2:

Easement for the benefit of Parcel No. 1, for alley purposes over  
the South 10 feet of the North 135 feet of Lots 5 and 6 and over  
the East 10 feet of that part of Lot 5 lying South of the North 125  
feet of said Lot, all in Block 62 in Evanston in Section 18, Township  
41 North, Range 14 East of the Third Principal Meridian, created  
by the following Warranty Deeds from Philo Judson, to wit: (a) Deed  
to Sophia Gamble, dated May 15, 1871 and recorded June 8, 1871 as  
Document 100112 and re-recorded June 10, 1872 as Document 36166;  
(b) Deed to Louise D. Hunter, dated May 15, 1871 and recorded June 8,  
1871 as Document 100113 and re-recorded June 10, 1872 as Document  
36169; (c) Deed to William H. Lunt dated April 5, 1871 and recorded  
May 14, 1872 as Document 30726; and (d) Deed to William H. Lunt  
dated March 15, 1873 and recorded July 28, 1875 as Document 41197  
and granted by Warranty Deed from Esther Nelson, and others to John  
J. Kuiken and Laura S. Kuiken, his wife, dated October 8, 1957 and  
recorded October 15, 1957 as Document 17038605;

ALSO

PARCEL NO. 3:

Easement for party wall proposes for the benefit of Parcel No. 1  
over such portion of the North 125 feet (except the west 51 feet  
8 7/8 inches thereof) of Lot 6 in Block 62 in Evanston, aforesaid,  
as is allowed to be used for party wall purposes pursuant to that  
certain agreement between Esther Nelson and others and John J.  
Kuiken and Laura S. Kuiken, his wife, dated August 28, 1957 and re-  
corded October 15, 1957 as Document 17038605, all in Cook County,  
Illinois.\*\*

22 667 152

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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 erect, a public, 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 and 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 purchase of any part of the reversion, to partition or to exchange any 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 title, life or interest in or about or 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, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, 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 instrument and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the true conditions and limitations contained in this instrument 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, 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 be held liable for 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 personal 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 direction 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 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 Midwest Bank and Trust Company the entire legal and equitable title in fee simple, in and in 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 "on 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 to be set 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 hereunto set her hand and seal this 21st day of March 1974

Annette S. Anast (SEAL) (SEAL) (SEAL)

State of Illinois County of Cook SS. I, Anthony J. Diasio, a Notary Public in and for said County, in 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 21st day of March 1974 Anthony J. Diasio Notary Public

GRANTEE'S ADDRESS: Midwest Bank and Trust Company 160 North Harlem Avenue Elmwood Park, Illinois

For information only insert street address of above described property.

This space for affixing the Rights and Revenue Stamp

Document Number 22062152

