

UNOFFICIAL COPY

WARRANTY DEED IN TRUST FOR COOK COUNTY, ILLINOIS
FILED FOR RECORD
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Oct 7 74 10 01 AM 22 888 378
*22868929

William F. Olson
ATTORNEY AT LAW

LATER DATE 633572 40

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 100/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveyed 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, Trustee under the provisions of a certain Trust Agreement, dated the 30th day of September 1974, and known as Trust Number 74-09-1359, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 1 to 18 in Roslara Subdivision, being a subdivision of part of the North East 1/4 of Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

To re-record and re-acknowledge to correct trust number.



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 parks, streets, highways or alleys and to vacate any subdivision or 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 leases to commence in the present, 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 make leases and to grant options to lease and options to renew leases and covenants to purchase the whole or any part of the reversion and to contract respecting the manner of using 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 above specified, at any time or times hereafter. In no case shall any party dealing with or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or 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 in made by 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 the trust or trusts created by this Indenture and by said Trust Agreement.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done by it or its agents or attorneys or 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 happening in or about said real estate, any and all such liability being hereby expressly waived, assigned, released, discharged, satisfied and extinguished to the said Trustee and to the Midwest Bank and Trust Company the only legal and equitable title in fee simple, in and to all of the said real estate above described, 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, for such purposes as set forth herein, or by 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 the payment and discharge thereof), all former and existing mortgages and other liens shall be charged with notice of this condition from the date of the filing 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, profits and proceeds arising from the sale or any other disposition of said real estate and such interest shall be paid to the personal beneficiary and his beneficiary hereunder that have any title or interest, lease or purchase, in or in said real estate or any part thereof, by the Trustee, or its agent or attorney, as directed by the Trustee, or its agent or attorney, in and to the Midwest Bank and Trust Company the only legal and equitable title in fee simple, in and to all of the said real estate above described, in the certificate of title or duplicate thereof, be memorialized, the words "in trust" or "trust conditions" or "trust limitations" or words of similar import in accordance with the provisions hereof and provided, that the Trustee shall be authorized to execute the deed or agreement or any other instrument, as evidence that any transfer, charge or other dealing involving the real estate herein 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 of homestead under and by virtue of any and all nature of the State of Illinois, existing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid in and to hereto, has hereunto set her hand and seal this 30th day of September 1974.

(NAME) Annette S. Anast (NAME)
(SIGNATURE) Annette S. Anast (NAME)

State of Illinois ss: Barbara Love a Notary Public in and for said County, in and for said County, 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 30th day of October 1974.

Notary Public's ADDRESS:
Midwest Bank and Trust Company
Blackwood Park, Illinois

For information only there are no delivery of above described property.

NO TAXABLE CONSIDERATION
Actual consideration less than \$100.00
Actual consideration less than \$100.00 or on reverse stamps required.

22 888 378

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Property of Cook County Clerk's Office

This document
1606 No. Harlem

State of Illinois ss. Margaret L. Cline a Notary Public in and for said County, in
County of COOK 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 material seal this 3rd day of October 1974
Margaret L. Cline
Notary Public



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

For information only insert street address of above described property.

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6.00

Property of Cook County Clerk's Office

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MAIL TO:
Name: MIDWEST BANK & TRUST CO.
Address: 1606 N. HARLEM AVENUE
City: CHICAGO, ILLINOIS 60635

Form 104 2/5/72

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MAIL TO:
MIDWEST BANK & TRUST CO.
1606 N. HARLEM AVENUE
ELMWOOD PARK, ILLINOIS 60635

RECORDED DOCUMENT