

UNOFFICIAL COPY

QUIT CLAIM  
DEED IN TRUST

1975 JAN 20 PM 12 34

22 966 761

JAN 20 1975 9 3 36 17 \* 22966761

5.00

THIS INDENTURE WITNESSETH, That the Grantor, Annette 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 (\$0.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys  
and Warrant S 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  
1st day of December 19 67, and known as Trust Number  
67-112-114, the within described real estate in the County of Cook and State  
of Illinois, to-wit:

SEE RIDER ATTACHED

This rider is attached to and forms part of a certain Quit Claim Deed dated January 13, 1975  
and executed by Midwest Bank and Trust Company, trustee u/t/a 67-112-114

Parcel I:

UNIT NO. III-B3 & III-C3 as delineated on the survey of part of the follow-  
ing described parcel of real estate: The West 334.79 feet of the South-  
west Quarter (1/4) of the Northeast Quarter (1/4) of Section 12, Township  
42 North, Range 10 East of the Third Principal Meridian, lying North of  
the center line of Rand Road, All in Cook County, Illinois, which survey  
is attached as Exhibit "A" to Declaration of Condominium Ownership and of  
Easements, Restrictions, and Covenants for BALDWIN COURT CONDOMINIUM made  
by Midwest Bank and Trust Company, an Illinois banking corporation, as  
Trustee under Trust Agreement dated October 2, 1972, and known as Trust  
No. 72-10-916, recorded in the Office of the Recorder of Deeds of Cook  
County, Illinois, as Document No. 22366743; together with a percentage  
of the Common Elements appurtenant to said Unit as set forth in said  
Declaration, as amended from time to time, which percentage shall auto-  
matically change in accordance with Amended Declarations as the same are  
filed of record pursuant to said Declaration, and together with additional  
Common Elements as such Amended Declarations are filed of record, in the  
percentages set forth in such Amended Declarations, which percentages  
shall automatically be deemed to be conveyed effective on the recording  
of each such Amended Declaration as though conveyed hereby.

Parcel II:

Easement appurtenant to and for the benefit of Parcel I as set forth in  
the Declaration of Easements made by Midwest Bank and Trust Company as  
Trustee under Trust Agreement dated October 22, 1972 and known as Trust  
No. 72-10-916 and recorded December 20, 1972 in the Office of the  
Recorder of Deeds of Cook County, Illinois, as Document No. 22163198.

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Property of Cook County

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto 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 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 said 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 respecting the manner of fixing the amounts 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 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 may 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 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; (c) 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, (d) that no 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, (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 (d) if any 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 successors 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 thereto, or for injury to person or property happening in or about said real estate, 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 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 on 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 whosoever 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 here being to vest in said 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 note in the certificate of title or duplicate thereof, or memorially the words "in trust" or "upon 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.

The said Trustee 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 relating to the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this day of January 1975

State of ILLINOIS County of COOK SS. Anthony J. DIASIO a Notary Public in and for said County, in the state aforesaid, do hereby certify that Annette 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 13th day of JANUARY 1975

Anthony J. Diasio Notary Public

GRANTEES' ADDRESS: Midwest Bank and Trust Company 1600 N. HARLEM Elmwood Park, Illinois 60635

Wants III 0-3 & III C-3 For information only insert street address of above described property.

This space for affixing filers and Revenue Stamps  
Under provisions of Paragraph 5, Section 4,  
Real Estate Transfer Tax Act  
Buyer, Seller or Representative  
Date  
22 966 761  
22966761