

UNOFFICIAL COPY

Quit Claim DEED IN TRUST

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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 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 6th day of September 1974, and known as Trust Number 74-09-1348, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 27 in Block 1 in Plisha E. Hundley's Subdivision of 13 acres in the North Half of the Southwest Quarter of the Southwest Quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

This instrument prepared by:
Barbara Love
Midwest Bank and Trust Company
1606 North Harlem Ave.
Elmwood Park, Illinois 60635

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SUBJECT TO

TO HAVE AND TO HOLD the said real estate and 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, enhance, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or easements on any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to purchase, to convey, to lease, to subdivide, to convey, to subdivide, to convey and real estate of any part thereof to a successor or successors in trust, and to grant to such successor or successors in trust, the title, estate, powers and authority vested in said Trustee, to dedicate to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease, to subdivide, to improve, to enhance, to protect, to subdivide, to convey, to lease, to subdivide, to convey, to subdivide, to convey, 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 amend or extend lease and any terms and conditions of any lease or any part thereof, to amend, change or modify leases and the terms and provisions thereof at any time or times thereafter, to grant options to lease and options to purchase the whole or any part of the premises and to contract respecting the purchase of fixtures, the amount of present or future rentals, to partition or to change said real estate, or any part thereof, for other real or personal property, to grant easements or changes 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 it would be lawful for any person owning the same to deal with the same, whether a third 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 required 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, in 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, and 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 nothing upon all beneficiaries hereunder, in 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 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 the, his or their predecessor or predecessors.

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 subject 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 connection with said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred by or through 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 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 of record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under or through 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 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 memorialize the words "in trust" or "trust conditions" 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 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 her hand and seal this 10th day of February 1975

Annette S. Anast (SEAL)
Annette S. Anast, a spinster (SEAL)

State of Illinois ss. Barbara Love a Notary Public in and for said County, in County of Du Page do hereby certify that 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 10th day of February 1975

Notary Public
Grantee's Address:
Midwest Bank and Trust Company
1606 N. Harlem
Elmwood Park, Illinois

5335 S. Michigan, Chicago BOX 533
For information only insert street address of above described property.

Exempt from recording provisions of...
22 999 333
Document Number



RECORDED DOCUMENT