

# UNOFFICIAL COPY

QUIT CLAIM  
XXXXXXXXXX DEED IN TRUST

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AUG-6-76 233620 235879014 A --- Rec 10.15

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 & 00/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and ~~convey~~ 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 13th day of July 1976, and known as Trust Number 76-07-1782, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 47 in McNeill and Cross Resubdivision of part of Lot 4 in County Clerk's Division also lots and vacared street and alley in Blocks 4 and 5 in L. M. Jacobson's Norwood Park Addition to Chicago, being a Subdivision of part of the East 1/2 of the Southeast 1/4 of Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois\*\*\*\*

This instrument Prepared By:  
Robert Figarelli  
Midwest Bank & Trust Company  
1606 North Harlem Avenue  
Elmwood Park, Illinois 60635

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 streets, highways or alleys, and to vacate any and all width of 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, lease or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, at power or at reservation, to 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 term the term of 99 years, or 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 mortgage, to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract to lease the income of being the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for 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 adjacent 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, 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, power or competency 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, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be valid and enforceable in favor of every person (including the Heirs and assigns of said county) relying upon the claims under any such conveyance or other instrument, and that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement shall be in full force and effect, and that the Trustee 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 having taken all beneficiaries thereunder, (as that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and all of 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 trust or their personal representatives.

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 if or they or its or their agents or attorneys may do or omit to do in or about the said real estate or in order the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property hereunder, and about said real estate, any 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 beneficiary 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, in whole or in part, 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 available 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 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 hereinafter mentioned, the intention thereof 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 Register of Titles is hereby directed not to register any note in the certificate of title or duplicate thereof, or mortgage or other lien on the real estate, or to issue any certificate of title, or to issue any similar instrument, in accordance with the statute in such case made and provided, and said Trustee shall not be required to register 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 of benefit under and by virtue of any act or statute 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 1976.

State of Illinois Catherine J. Lombardi 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 executed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, and the release and waiver of the right of homestead.  
Given under my hand and seal this 13th day of July 1976.  
Catherine J. Lombardi

Midwest Bank and Trust Company  
Elmwood Park, Illinois

END OF RECORDED DOCUMENT

MCC 13834

This cover for affixing Stamps and Revenue Stamp  
Except under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act.  
Robert Figarelli  
Midwest Bank & Trust Company  
1606 North Harlem Avenue  
Elmwood Park, Illinois 60635  
Buyer's Seller's Representative

Document Number  
76-07-1782