

# UNOFFICIAL COPY

65-06-148 W  
2/10-1977

QUIT CLAIM  
~~XXXXXX BY DEED IN TRUST FOR RECORD~~

FEB 9 10 29 AM '77

23 815 242

RECORDER OF DEEDS  
\*23815242

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 & No/100 Dollars (\$10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey  
and ~~XXXXXX~~ <sup>quit claims</sup> 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, a Trustee under the provisions of a certain Trust Agreement, dated the  
25th day of October 1976, and known as Trust Number  
76-10-1858, the following described real estate in the County of Cook and State  
of Illinois, to-wit:

SEE RIDER ATTACHED

NO TAXABLE CONSIDERATION

000 13-013-000  
02-10-301-013-000

PARCEL 1:  
UNIT NO. 5180 IN COBBLESTONE COURT CONDOMINIUMS AS DELINEATED ON PLAT  
OF SURVEY OF PART OF THE EAST 1/2 AND THE SOUTH WEST 1/4 OF SECTION 10 AND  
THAT PART OF THE EAST 1/2 OF THE WEST 1/4 OF SECTION 15, TOWNSHIP 42  
NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH PLAT OF  
SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE  
BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE  
UNDER TRUST AGREEMENT DATED APRIL 24, 1974, KNOWN AS TRUST NUMBER 32926  
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS  
AS DOCUMENT NO. 23515256 AS AMENDED FROM TIME TO TIME TOGETHER WITH  
ITS UNDIVIDED PERCENTAGE INTEREST (IN SAID PARCELS (EXCEPTING FROM SAID  
PARCELS ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS  
DEFINE I AND SET FORTH IN SAID DECLARATION AND SURVEY IN COOK COUNTY,  
ILLINOIS).

PARCEL 2:  
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID,  
AS SET FORTH IN GRANT DATED APRIL 24, 1974 AND RECORDED JUNE 10, 1976  
AS DOCUMENT NO. 23515256 AND MADE BY AMERICAN NATIONAL BANK AND TRUST  
COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 24, 1974, AND  
KNOWN AS TRUST NUMBER 32926 ALL IN COOK COUNTY, ILLINOIS.

THIS DEED IS GIVEN ON THE CONDITIONAL LIMITATION THAT THE PERCENTAGE  
OF OWNERSHIP OF SAID GRANTEE IN THE COMMON ELEMENTS SHALL BE DIVESTED  
PRO TANTO AND VEST IN THE GRANTEES OF THE OTHER UNITS IN ACCORDANCE WITH  
THE TERMS OF THE DECLARATION AND ANY AMENDED DECLARATIONS RECORDED  
PURSUANT THERETO, AND RIGHT OF REVOCATION IS ALSO HEREBY RESERVED TO  
THE GRANTOR HEREIN TO ACCOMPLISH THIS RESULT. THE ACCEPTANCE OF THIS  
CONVEYANCE BY THE GRANTEE SHALL BE DEEMED AN AGREEMENT WITHIN THE  
CONTEMPLATION OF THE CONDOMINIUM PROPERTY ACT OF THE STATE OF ILLINOIS  
TO A SHIFTING OF THE COMMON ELEMENTS PURSUANT TO THE DECLARATION AND  
TO ALL THE OTHER TERMS OF THE DECLARATION, WHICH IS HEREBY INCORPORATED  
HEREIN BY REFERENCE THERETO, AND TO ALL THE TERMS OF EACH AMENDED  
DECLARATION PURSUANT THERETO.

23 815 242

2/9/77  
Sps. Tax. Paid  
flat for Cook County Rec. and Survey No. 5180

# UNOFFICIAL COPY

02-10-301-013-0000

65-06-1987

This Instrument Prepared By:  
Robert Fignelli  
Midwest Bank & Trust Company  
1606 North Harlem Avenue  
Elmwood Park, IL 60635

**SUBJECT TO**

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use 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 make 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 debase, 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, 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 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 clauses 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 all 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, 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 conclusively 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 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 predecessors 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 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, 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 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of this 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 in 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 herein 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 "upon condition," or "with limitation," 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 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, Catherine S. Anast aforesaid has hereunto set her hand and seal this 25th day of October 1976  
x Catherine S. Anast [SEAL] [SEAL] [SEAL]

State of Illinois ss. Catherine S. Anast Notary Public in and for said County, in County of Cook do hereby certify that Annette S. Anast, a spinster

personally known to me to be the same person whose name is she 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 20th day of January 1977  
Catherine S. Anast  
Notary Public

Grantee's Address:  
Midwest Bank and Trust Company  
1606 N. Harlem  
Elmwood Park, Illinois  
60635  
538 B. Northwest Hwy. Schaumburg, IL  
For information only insert street address of above described property.

2911  
The Trustable Corporation under  
Trust Agreement of Section 7 of the Land Sale Act  
State of Illinois as set forth in Cook County

23 815 212  
10 00