

# UNOFFICIAL COPY

QUIT CLAIM

DEED IN TRUST FEB 1977

This instrument prepared by: **23,824 723**

Robert Figarelli

MIDWEST Bank and Trust Company

1606 North Harlem Avenue, 23824723  
Elmwood Park, Illinois 60635

10.19

FORM 608 BANK FORM 1, INC.

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 ~~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 77-01-1977 day of January 1977, and known as Trust Number 77-01-1977, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 1 (except that part of Lot 1 aforesaid lying South of a line described as follows: Beginning at a point in the East line of said Lot 1, said point being 70.94 feet North of the South East corner of said Lot 1, measured along the said East line thence West to a point in the West line of said Lot 1, said point being 70.95 feet North of the South West corner of said Lot 1, measured along said West line) and all of Lots 2 and 3 in Sturm Estate Subdivision of the East half of the South East quarter of the South East quarter of fractional Section 34 South of India, Boundary line and part of the South West quarter of the South West quarter of Section 35, Township 40 North, Range 12, East of the Third Principal Meridian, excepting from the above described property that part thereof conveyed to the Department of Public Works and Buildings by Deed dated August 10, 1968 and recorded as document no. 19554919 in Cook County, Illinois.

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 of full power and authority is hereby granted to said Trustee to lease, 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 redivide 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, real powers and authorities vested in said Trustee, to donate, 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, in possession or reversion, by 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 lease the term of 100 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 sole or any part of the reversion and contract respecting the amount of any present or future rentals, to grant easements or charges of any kind, 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 own the same to deal with the same, whether similar to or different from the ways herein 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 advanced or advanced on account 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, lease or other instrument executed by said Trustee, or any successor in trust, or be obliged to inquire into the validity of any such deed, lease or other instrument or 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 and 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 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 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 at their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee in its own name, as Trustee of any express trust and 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 the filing for record of this Deed.

The interests of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under said real estate or any part thereof 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 in the certificate of title or duplicate thereof, or memorial, 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 bound 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 aforesaid has hereunto set her hand and seal this 17th day of January 1977.

Annette S. Anast [SEAL] [SEAL]  
[SEAL] [SEAL]

State of Illinois County of Cook SS. I, 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 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 notary seal this 20th day of January 1977  
Catherine J. Lombardi  
Notary Public

Grantor's Address:  
Midwest Bank and Trust Company  
1606 N. Harlem  
Elmwood Park, Illinois 60635

For information only insert street address of above described property.  
Midwest Bank, North Ave + River Rd.  
Melrose Park, Illinois

This space for affixing stickers and Revenue Stamps  
Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.  
Catherine J. Lombardi  
Buyer, Seller or Representative  
Date 1/2

Document No. 23824723

100 MAIL

END OF RECORDED DOCUMENT