

Quit Claim  
XXXXXXXXXX DEED IN TRUST  
64 98 5926

23 558 540

# 2

THIS INSTRUMENT 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 ~~quit claims~~ quit claims 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 23rd day of December 19 76, and known as Trust Number 76-12-1921, the following described real estate in the County of Cook and State of Illinois, to-wit: Parcel '1-A': Lots 37, 38, 39 and 40 in Hodges Subdivision of part of Block 9 in Sherman and Assignment of Lease Subdivision of the East 1/2 of the West 1/2 of the South East 1/4 of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian. Parcel '1-B': West 1/2 of Lot 1 and the North 4 1/3 feet of Lot 3 in County Clerk's Division of the South 138.3 feet of the North 237.5 feet of Block 9 in Sherman and Assignment of Lease Subdivision of the East 1/2 of the West 1/2 of the South East 1/4 of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.\*\*

This instrument prepared by: Anthony J. Diasio  
Midwest Bank and Trust Co.  
1606 N Harlem Ave  
Elmwood Park, Ill.

12.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes of said Trust Agreement set forth.  
Full power and authority is hereby granted to said Trustee to improve, purchase, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or access and to locate and install water or sewer lines on any part of said real estate as often as desired, to contract to sell, to grant options to purchase, to sell to any party, to convey or otherwise dispose of any part of said real estate or any part thereof to any person or persons in trust and to grant to any person or persons in trust all or any part of the said real estate, to lease said real estate, or any part thereof, from time to time, to purchase, to lease or otherwise acquire under said real estate any part thereof, to lease said real estate, or any part thereof, from time to time, to purchase, to lease or otherwise acquire under said real estate any part thereof, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of the year, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of the year, and to assign the whole or any part of the foregoing and to contract to purchase, to lease or otherwise acquire under said real estate any part thereof, to release, convey or assign any right, title or interest in or about or in respect of any part of 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 do with the same, to enter and to re-enter or to defend from the same estate specified, at any time or times hereafter.  
In no case shall any party dealing with said Trustee, or any successor or assignee 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, part or money advanced 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 validity, lawfulness 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 deemed to be in full force and effect, and the Registrar of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument, and that at the time of the delivery thereof the trust created by this Instrument and by said Trust Agreement was in full force and effect, and that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this Instrument and in said Trust Agreement and in all amendments thereof, if any, and binding upon all beneficiaries thereunder, and 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 that 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 grantor, his 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 assignee, or that shall or may be or come to do in or about the said real estate, or other the provisions of this deed or said Trust Agreement or any amendment therein, or for injury to person or property hereunder, shall be liable in any way for anything or all such liability being expressly waived and released. Any contract, obligation, liability or debt incurred hereunder by the Trustee in connection with said real estate may be entered into by it in the name of the then legal or equitable owner of said real estate, or by its 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, liability or debt in connection with said real estate 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 the 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, annuities 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 real estate, and shall be held in any way, in trust, or in any other way, in or to said real estate as such, but only an interest in the earnings, annuities and proceeds thereof, as aforesaid, the obligation hereunder being to vest in said Trustee 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 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 any thereof, or any extracts therefrom, as evidence that any transfer, change 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 of judgments.

In Witness Whereof, the grantor Aforesaid hereunto set her hand and seal this 23rd day of December 19 76

Annette S. Anast (SEAL)

State of Illinois County of Cook ss. Catherine J. Lombardi 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 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 seal of office this 3rd day of January 19 77  
Catherine J. Lombardi  
Notary Public

Grantee's Address  
Midwest Bank and Trust Company  
1606 N Harlem Ave  
Elmwood Park, Illinois  
3001 S Wells Chicago BOX 533  
For information only insert street address of above described property.

Section 9,  
1/1/77  
Catherine J. Lombardi  
Notary Public  
The office for any Bills and Revenue Stamp  
23 558 540

UNOFFICIAL COPY

STATE OF ILLINOIS  
FILED FOR RECORD

MAR 22 10 05 AM '77

*William H. ...*  
CLERK OF DEEDS

\*23858540

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT