

65-20-162H

Quit Claim  
DEED IN TRUST

Dall

23 877 919

# 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 Te[n] 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 Waco Full Charge 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 except trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 16th day of November 1973, and known as Trust Number 73-11-1168, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 20 in Block 7 in Gale and Welch's Resubdivision of Blocks 27 to 30, Lots 4 to 12 in Block 31 and all of Blocks 46 to 50 (together with vacated streets and alleys) in A. Gale's subdivision of the South East 1/4 of Section 31 and the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.\*\*

This instrument prepared by: Anthony J. Liasio  
Midwest Bank and Trust Company  
1606 N Harlem Ave  
Elmwood Park, Ill. 60035

10-00

NO TAXABLE CONSIDERATION

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 sell said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to realign 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 covenants, 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 herein in said Trustee, to donate, to dedicate, 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, in possession or reversion, by lease or covenant, 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 10 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 as of the 1st day 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 premises and to contract respecting the manner of buying the amount of present and future rentals, 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 deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for an owner 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 any 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 the 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 conclusive evidence in favor of every person (including the beneficiary of title 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 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 hereunder, (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 the 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 persons or property hereunder 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 direction 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 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 in the earnings, avails and proceeds therefrom 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, of the title to any of the above said real estate in 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, aforesaid has hereunto set her hand and seal this 18th day of March, 1977.

Catherine J. Lombardi [SEAL]

Catherine J. Lombardi [SEAL]

Illinois 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 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 4th day of April, 1977.

Catherine J. Lombardi  
Notary Public

Grantee's Address  
Midwest Bank and Trust Company  
1606 N Harlem Ave  
Elmwood Park, Illinois

6250 W North Ave Chicago  
For information only insert street address of above described property.

Exempt Under Provisions of Paragraph 1 of Section 1-110 of the Illinois Real Estate Transfer Tax Act. 4/15/77 Date  
Buyer, Seller, or Representative  
Date  
23 877 919

13-32-316-037

BOX 533

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

APR 6 1 03 PM '77

*Edw. H. Sullivan*  
RECORDER OF DEEDS  
\*23877919

MAIL TO:  
MIDWEST BANK AND TRUST CO.  
1606 NORTH HARLEM AVE.  
ELMWOOD PARK, ILL. 60635

MAIL TO:  
MIDWEST BANK AND TRUST CO.  
1606 NORTH HARLEM AVE.  
ELMWOOD PARK, ILL. 60635

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT