

UNOFFICIAL COPY

QUIT CLAIM
IN TRUST

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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 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 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 trust with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 9th day of December 1974, and known as Trust Number 74-12-1398, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 16 in Roslara Subdivision, being a subdivision of part of the North East 1/4 of Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

This document prepared by: William T. Grace
1606 N. Harlem Avenue
Elmwood Park, Illinois

5.00

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, increase, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or drives and to vacate 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 purchaser or successor in trust and to grant to such purchaser or successor in trust all of the title, estate, powers and authorities vested 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 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 in the term of 99 years, and in case of a lease to term, to any term or terms, 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 purchase of present or future reversion, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to make assignments or changes 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 in deed with said real estate and every part thereof in all other ways and for such other considerations as it should be lawful for any person owning the same to deal with the same, either 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, in any capacity in trust, in relation to said real estate, or in 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 of 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 prohibited 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 Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, so 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, 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, 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 such conveyance is made to a purchaser or successor in trust, that such purchaser or successor in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of said real estate or any part thereof.

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, 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 (trustee, 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 so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). A person 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 hereditary hereunder who has 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 hereby 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 Registrar of Titles is hereby directed not to register or make 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 required to produce the said Agreement or a copy thereof, or any other instrument, as a condition to any transfer, charge or other dealing involving the registered lands 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 hereunto set her hand and seal this 15th day of July 1975.
[REAL] X Annette S. Anast [REAL]
[REAL] Annette S. Anast [REAL]

State of Illinois I, Margaret L. Cline, a Notary Public in and for said County, in County of Cook do hereby certify that 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 official seal this 15th day of July 1975.
Margaret L. Cline
Notary Public

GRANTEE'S ADDRESS
Midwest Bank and Trust Company
1606 N. Harlem Ave.
Elmwood Park, Illinois. BOX 533
Bartlett, Illinois

Keep under provisions of Paragraph E, Section 4.
Real Estate Transfer Tax
July 15, 1975
Date
Super. Officer or Representative

NO TAXABLE CONSIDERATION
23 159 163



END OF RECORDED DOCUMENT

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