

# UNOFFICIAL COPY

*Dad*

COOK COUNTY  
FILED FOR RECORD

Quit Claim  
~~WITNESS~~ DEED IN TRUST  
AUG 26 143 PM '75

Record # 2  
23 200 078  
\*23200078

63-96-473  
FORM 425B BANK FORMS, 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 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 ~~WITNESS~~ 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  
17th day of July 1975, and known as Trust Number  
75-0-1542, the following described real estate in the County of COOK and State  
of Illinois, so-wit:

24 and  
The West 130.40 feet (except the South 37.50 feet) of Lots 25 in Frederick  
Bartlett's Irving Park and LaGrange Road Farms, being a subdivision of the  
East 1/4 of the Northwest 1/4 of Section 21, Township 40 North, Range 12, and  
also the South 417.42 feet of the East 626.13 feet of the East 1/2 of the  
Southwest 1/4 of Section 16, Township 40 North, Range 12, East of the  
Third Principal Meridian in Cook County, Illinois.\*\*

1221707 061  
This instrument was prepared by: Anthony J. Diasio  
1606 N Harlem Ave  
Elmwood Park, Ill. 60635

500

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 forth.

All rights 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 vacate any subdivision or part thereof, to convey said real estate or any part  
thereof, 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,  
possessions and rights created by 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, to lease, to assign, or relet, or to let to commandeer, or to let up  
to 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 198 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 consent to make leases and the grants options to lease and options to renew leases and options to  
purchase the whole or any part thereof, and to consent to the creation of any easement, right of way, right of access, right of prescriptive or future easement  
partition or to exchange said real estate or any part thereof, for other real or personal property, to grant leases or shares of ownership  
or to release, convey or assign any right, title or interest, in or about or easement 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 any person  
owning said real estate and every part thereof to do, to have, to make, to create, to give, to grant, to transfer, to lease, to let, to let up, to let  
or to let out, to let to commandeer, or to let to future, to let to any party dealing with said Trustee, or any successor, in trust, or to the 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; to be obliged to  
see to the application of any purchase money, rents or money borrowed or advanced on said real estate, or to be obliged in see that the terms of this  
trust have been complied with or to inquire into the validity, necessity or expediency of any act of said Trustee, or to be obliged or  
privileged to inquire into any of the terms of this Trust Agreement and any amendment thereto, or to be obliged to inquire into any act of 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: (a) that at the time of the  
delivery thereof the trust created by this instrument and by this trust agreement was in full force and effect; (b) that such conveyance or other  
instrument was validly executed by the Trustee, and by the Trustee in accordance with the terms of this instrument and the Trust Agreement;  
in all amendments thereto, 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) that the conveyance is  
made to a successor or successors in trust, that such successor or successors in trust have been properly apprised and are fully vested with all  
the title, estates, rights, powers, and abilities of the Trustee or their predecessor in trust.

This instrument is made upon the strict understanding that the Midwest Bank and Trust Company, individually  
or as Trustee, nor its successor or successors in trust shall incur any personal liability on account of, by reason of, or in consequence of  
anything that 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 liability and responsibility expressed, waived, and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in  
connection with said real estate, expressed, waived, and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in  
connection with the administration of this instrument and the Trust Agreement, or any amendment thereto, or any successor in 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 making of record of  
this instrument.

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 securities, assets 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 securities, assets and proceeds arising therefrom, the interest herein being in value and kind the  
Midwest Bank and Trust Company, the entire legal and equitable title in said real estate, and all rights, title, interest, and claim thereto.  
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 to  
register 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 copy of the instrument referred to as evidence that any transfer, charge or other dealing involving the registered land  
is in accordance with the true intent and meaning of the trust.

And the said grantor, Annette S. Anast, 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 hereto set her hand and  
seal this 24th day of July 1975

(Signature) [SEAL] [SEAL]  
[SEAL] [SEAL]

State of Illinois I, Catherine J. Lombardi, a Notary Public in and for said County, in  
County of Cook ss. 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 seal this 21st day of August 1975  
Catherine J. Lombardi  
Notary Public Catherine J. Lombardi

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

3605 Sunset Lane Franklin Park, Ill.  
For information only insert street address of above described property.

BOX 974

*Anthony J. Diasio  
Buyer, Seller or Representative*

Date: Sept 11, 1975

This instrument is subject to the provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.

Document Number  
23 200 078

END OF RECORDED DOCUMENT