

UNOFFICIAL COPY

QUIT CLAIM
~~WARRANTY DEED~~ IN TRUST

23 243 792

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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, under other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S
and quit claim 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
10th day of December 19 74, and known as Trust Number
4-12-1399, the following described real estate in the County of Cook and State
of Illinois, to-wit:

SEE RIDER ATTACHED

64774

UNIT 5d as delineated on the Survey of the following
described Parcel of Real Estate (hereinafter referred to as "Parcel")
Lot 5 and the North 40.0 feet of Lot 6 in Rutherford's Second Addition
to East Clare in the North East Quarter of Section 25, Township 40
North, Range 12, East of the Third Principal Meridian, in Cook County,
Illinois, which Survey is attached as Exhibit "A" to the Declaration of
Condominium ownership made by Maywood-Proviso State Bank as Trustee
under Trust Agreement dated June 15, 1969 and known as Trust No. 2002
and recorded in the Office of the Recorder of Deeds of Cook County,
Illinois, on December 7, 1973 as Document 22566022, together with
an undivided 4.02 per cent interest in said parcel (excepting
from said parcel all the property and space comprising all the units
thereof as defined and set forth in said Declaration and Survey),
in Cook County, Illinois

23 243 792

Cook County Clerk's Office

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This instrument prepared by:

Rolyn Bignardi
1666 N. Harlem
Elmwood Park, Ill 60635

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, mortgage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options or 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, rights 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 leases 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 99 years, and to renew, extend and lease upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions hereof at any time or times hereafter, to contract to lease and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and in contract respecting the manner of having the amount of present or 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 any person owning the same to do 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 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 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 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 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 said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust's conditions and limitations contained in this instrument and in said Trust Agreement or in all amendments thereof, if any, and being 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 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 or in respect to any 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 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 an interest in the earnings, avails and proceeds thereof as aforesaid, the position hereof being as set 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 shall be 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 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 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 5th day of September 1975.

Annette S. Anast (SEAL)

State of Illinois ss. I, Catherine J. Lombardi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Annette S. Anast



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 notarial seal this 9th day of September 1975.
Catherine J. Lombardi
Notary Public

Exempt under provisions of Paragraph 5, Section 4, Real Estate Transfer Tax Act.

This space for affixing Stamps and Revenue Stamps

Rolyn Bignardi
Buyer, Seller or Representative

P3 243 792

BOX 533

MAIL & GRANTEE'S Add
Midwest Bank and Trust Company
1666 N. HARLEM
Elmwood Park, Illinois
60635

2930 N. HARLEM, E.P.
For information only insert street address of above described property.

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FILED

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Property of Cook County Clerk's Office

MAIL TO:
MIDWEST BANK AND TRUST COMPANY
1906 NORTH HARLEM AVENUE
ELMWOOD PARK, ILLINOIS 60635

END OF RECORDED DOCUMENT