

QUIT CLAIM WARRANTY DEED IN TRUST

23 255 871  
SEP 15 1975  
COOK COUNTY ILLINOIS

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, Conveys 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 29th day of September 1975, and known as Trust Number 25-09-1588, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 31 and the Southwesterly 20 feet of Lot 32 (as measured on a line perpendicular to the Westerly line of said Lot 32) in Country Club Manor, a Subdivision in the West Half of the Southwest Quarter of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

This instrument prepared by: Barbara Love Midwest Bank and Trust Company 1606 North Harler Avenue Elmwood Park, Illinois 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, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, and to create any easement or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, or sell or any terms, to convey with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to said successor or successors in trust all of the title estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, lease or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in person or by proxy, he, she or his or her successors, or in person or by proxy, and upon any terms and for any period or periods of time, or as existing in the case of any single demise the term of 199 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 contract to make, to grant options to lease and approve to renew leases and options to purchase the whole or any part of the reversion and to contract respecting 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 changes of any kind, to release, convey or assign any right, title or interest in or about or on 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 deal with the same, whether in law or in equity, in person or by proxy, 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 in 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 propriety 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, 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 hereunder, as 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 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 lawfully appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trust, and that the Trust Agreement and Trust Company, individually or as Trustee, nor its successor or successors, in trust shall incur any personal liability or be bound 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 amendments thereto, or for injury to two or property hereunder, and that said Trustee, or any and all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred or entered into by the Trustee in connection with said real estate may be settled into by it in the name of the beneficiary hereunder under said Trust Agreement as the attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, or at the election of an assignee 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, 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 said real estate as such, but only an interest in the earnings, assets and proceeds thereof as aforesaid, the intention being to vest in said Trust Agreement and Trust Company the entire legal and equitable title in fee absolute, in and to said real estate, and the proceeds thereof. 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 in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or with limitations, or with any other similar import, in accordance with the statute in this behalf provided, and said Trustee shall not be required to execute any deed, trust deed, mortgage or any other instrument, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate 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 an and all statutes of the State of Illinois, providing for the occupation of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 29th day of September 1975.

Annette S. Anast (SEAL)

Barbara Love, a 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, 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 29th day of September 1975.

Barbara Love (SEAL)

Grantee's Address: 7918 Courtland Street  
Midwest Bank and Trust Company Elmwood Park, Illinois 60635  
1606 North Harler Avenue, Elmwood Park, Illinois 60635

PROOF COPY

500

Except in case of provisions of Real Estate Financing Act, 1975, this instrument shall not be subject to recording fees.

Document Number

