

Quit Claim  
WARRANTY DEED IN TRUST

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9563-5-AMK

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 Dollars (\$ 10.00), in and to wit, Quit Claims and Midwest Bank and Trust Company, a banking corporation duly organized and existing 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 21 day of May, 1977, and known as Trust Number 77-05-207, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 18, 19 and 20 in Block 7 in E. E. Reed's Mont Clare Subdivision, a Subdivision of the West Half of the East Two-Thirds of the East Half of the South West Quarter of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO Real Estate taxes not yet due; covenants, conditions, restrictions, reservations, rights of way and easements of record.

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto 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 subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys 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 lease, 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, 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, to sublease, 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 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 leases and to grant options to renew leases, and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing 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, for and in consideration or charges of any kind, 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 would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, now or at any time 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 interfere in any way with the exercise of the powers, duties and obligations 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 holder of titles of said county) relying upon or claiming under any such conveyance lease or other instrument, in 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 said 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, (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 full vested with all the title, estate, powers, authorities, duties and obligations of the, his or her 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 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 attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election 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 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 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 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.

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 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 Ann aforesaid has her hereunto set her hand and seal this 8th day of June, 1977

[SEAL] [SEAL] [SEAL]

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

THIS INSTRUMENT 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 executed the same 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 1 day of July, 1977  
Catherine J. Lombardi  
Notary Public

Grantor's Address: Midwest Bank and Trust Company  
1710 W. WASHINGTON AVE  
Elmwood Park, Illinois  
2402 N. New England, Chgo.  
For information only insert street address of above described property.

Section 4,  
Buyer, Seller or Representative  
Date

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This space for affixing Rates and Revenue Stamp  
Buyer, Seller or Representative  
Date

Document Number  
24 014 344

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
JUL 15 12 42 PM '77

*William A. ...*  
RECORDER OF DEEDS  
\*24014344

Property of Cook County Clerk's Office  
*Box 15*  
*Mary Jo ...*

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

**END OF RECORDED DOCUMENT**