

QUIT CLAIM DEED IN TRUST

This instrument prepared by: Robert Figarelli, Midwest Bank and Trust Company, 1606 North Harlem Avenue, Elmwood Park, IL 60635

24 016 866

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 \$10.00 Dollars (\$ 10.00), in hand paid, and of the good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S. and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 10th day of May, 1977, and known as Trust Number 77-05-2061, the following described real estate in the County of Cook and State of Illinois, to-wit: See Rider attached

Buyer, Seller or Representative: Annette S. Anast, Date: 10/13/77

11.00

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 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 consultation, 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 and 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, but 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 covenants thereof at any time or times hereafter, 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 reservation and to contract respecting the manner of fixing the amount of ground 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 title, and 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 and 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 similar to or different from the ways above specified, at any time or times hereafter. In no case shall any party dealing with or claiming under any such conveyance, lease or other instrument, (a) that at the time of the execution of 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, (b) 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, (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 the grantor or 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 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 involving 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 beneficiaries 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 claims and controversies whatsoever and whatever 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 in 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, aforesaid h6 hereunto set her hand S. and seal S. this 13th day of May, 1977.

Catherine J. Lombardi, 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. Witness my hand and notarial seal this 13th day of May, 1977.

Midwest Bank and Trust Company, Elmwood Park, Illinois. For information only insert street address of above described property.

77-05-2061

LATER DATE

This space for use by County Clerk's Office

Office

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UNOFFICIAL COPY

This Rider is attached to and forms part of certain Quit Claim Deed in Trust, dated May 13, 1977, executed by Midwest Bank & Trust Company, Trustee, u/t/a No. 77-05-2061:

LEGAL DESCRIPTION RIDER FOR MORTGAGE

24 016 866

UNIT ⁷⁴⁰¹ in Rantucket Cove Condominium as delineated on Plat of Survey (Condominium) of the following-described parcel of real estate:

Certain Lots and Blocks in Subdivisions in the West 1/2 of the South West 1/4 of Section 26 and in the East 1/2 of the South East 1/4 of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Rantucket Cove, as heretofore or hereafter amended from time to time, executed by LaSalle National Bank as Trustee under Trust No. 47172, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22957844, together with a percentage of the Common Elements appurtenant to said unit as set forth in said Declaration as amended from time to time, which percentage shall automatically change in accordance with Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of record in the percentage set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

The lien of this mortgage on the common elements shall be automatically released as to percentages of the common elements set forth in amended declarations filed of record in accordance with the Condominium Declaration recorded as Document 22957844 and the lien of this mortgage shall automatically attach to additional common elements as such amended declarations are filed of record, in the percentages set forth in such amended declarations, which percentages are hereby conveyed effective on the recording of such amended declarations as though conveyed hereby.

Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration and also that certain Declaration of Covenants, Conditions, Restrictions and Easements of the Rantucket Homeowners' Association recorded with the Recorder of Deeds of Cook County, Illinois, as document number 22957843 as heretofore or hereafter amended.

This mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declarations the same as though the provisions of said Declaration were recited and stipulated at length herein.

RECEIVED IN BAD CONDITION

UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE
#29016866

RECEIVED
JUL 18 3 05 PM '77

M. H.
MIDWEST BANK AND TRUST CO.
1606 NORTH LINCOLN AVE.
ELMWOOD, ILL. 60120

MAIL TO:
MIDWEST BANK AND TRUST CO.
1606 NORTH LINCOLN AVE.
ELMWOOD, ILL. 60120

END OF RECORDED DOCUMENT