

# UNOFFICIAL COPY

QUIT CLAIM  
~~XXXXXXXXXX~~ DEED IN TRUST

24 269 101.

11.00

FORM 8899 BANK FORM, 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/100ths Dollars (\$ 10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey  
and ~~Warrant~~ 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  
6th day of May 1977, and known as Trust Number  
77-05-2059, the following described real estate in the County of Cook and State  
of Illinois, to-wit:

PH. E. ... Section 200.1-206 or under provisions of  
of the Chicago Transmutation Tax Ordinance.

*[Signature]*  
Notary Public for Illinois

see rider attached

*Handwritten:* J# 64-69-167 Smith

**PARCEL 1: THIS RECEIPT IS ATTACHED TO AND MADE PART OF A CERTAIN QUIT CLAIM DEED DATED May 10, 1977**

Unit 102 as Deeded on Survey of Lot Thirty One (31) (except the South 17.54 Feet) and all of Lot 32 in Block 2 in Charles Christman's Second Hillside Addition to Mont Claire, a Division of the West 1/3 of the South 1/2 of the North West 1/4 of Section 11, Township 40 North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois (hereinafter referred to as Parcel) which survey is attached as Exhibit A to Declaration of Condominium Made by Central National Bank Trust Number 21420 and Recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 23409641 together with an undivided 8.25 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)

**PARCEL 2:**

Easement appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements recorded as Document Number 23315322 for ingress and egress in Cook County, Illinois.

All notices demands or documents which are required or permitted to be given hereunder or which shall be served by third parties, affecting the interest of the mortgage herein shall be in writing and shall be by registered mail and addressed to the mortgagee at 2300 North Western Avenue, Chicago Illinois 60647.

Any breach by mortgagor of any of the covenants, conditions and restrictions contained in the Declaration of Condominium Ownership which has been recorded, subjecting the property herein mortgaged to the Condominium Property Act of the State of Illinois shall also be deemed a breach of this mortgage and not secured hereby.

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Property of Cook

THIS INSTRUMENT PREPARED BY: **Anthony J. Diasio**  
1606 North Harlem  
Elmwood Park, Illinois 60635

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the covenances, 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 approve, manage, protect and subdivide 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 consideration, to convey said 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 said real estate, or any part thereof, from time to time, to grant 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 demise the term of 99 years, and to purchase the whole or any part of the reversion and to contract respecting the amount of present or future rentals, 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 lease and options 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 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 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 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 indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this instrument, 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 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 civil 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 any 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 election of the Trustee, in its own name, as Trustee, 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 or in 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.

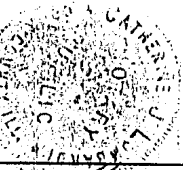
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register a name in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in 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 \_\_\_\_\_ hand and seal this 10th day of May 19 77.

Annette S. Anast [SEAL] \_\_\_\_\_ [SEAL]  
[SEAL] \_\_\_\_\_ [SEAL]

State of Illinois ) SS. I, Catherine J. Lombardi, Notary Public in and for said County, in  
County of Cook ) 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 notarial seal this Friday of December 19 77.  
Catherine J. Lombardi  
Notary Public

Trustee's Address -  
Midwest Bank and Trust Company  
1606 North Harlem  
Elmwood Park, Illinois 60635

2159 North Harlem Unit 102 Chicago  
For information only, insert street address of above described property.

This space for affixing Riders and Revenue Stamps  
Exempt under provisions of Paragraph \_\_\_\_\_, Section 4,  
Real Estate Transfer Tax Act  
Document Number  
24 269 101  
Date  
Buyer, Seller or Representative



# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
JAN 3 2 51 PM '78

*Edith R. Olson*  
RECORDER OF DEEDS  
\*24269101

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

Property of Cook County Clerk's Office  
Box 533

END OF RECORDED DOCUMENT