

UNOFFICIAL COPY

QUIT CLAIM
~~XXXXXXXXXX~~ DEED IN TRUST

24 269 105

11 00

FORM 4023 BANK FORMS, 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 ~~XXXXX~~ QUIT CLAIMS 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 19 77, and known as Trust Number
77-05-2059, the following described real estate in the County of Cook and State
of Illinois, to-wit:

Page of Paragraph 1 Section 2,
of Act.
Belen
Buyer, Seller or Representative

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

Unit 101 as Delineated on Survey of Lot Thirty One (31) (except the South
12.54 feet) and all of Lot 32 in Block 2 in Charles Christman's Second Hillside
Addition to Mont Claire, a Subdivision of the West 1/3 of the South 1/2 of the
North West 1/4 of Section 31, 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 3.25 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)

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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 note secured
hereby.

RECEIVED IN BAD CONDITION

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54 503 102

SEE RIDER ATTACHED

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 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 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 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, and succeeding in the case of any single demise 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 less 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 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, 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 all 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 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 its, his or their predecessor in said real estate.

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, 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 a 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 intention hereof being as set forth in said Trust Agreement, and the Trustee shall hold 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, 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

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, 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 notary seal this 22nd day of December 77

Catherine J. Lombardi
Notary Public

Midwest Bank and Trust Company
Elmwood Park, Illinois

2159 North Harlem UNIT 101 Chicago
For information only insert street address of above described property.

BOX 533

Exempt under provisions of Real Estate Transfer

12-22-77
Date

Exempt under provisions of Paragraph 1, Section 200.1-206 or under provisions of Paragraph 1, Section 200.1-40 of the Chicago Transaction Tax Ordinance.

Buyer, Seller, or Representing

12-22-77
Date

24 692 105
Document Number

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

JAN 3 2 51 PM '78

William R. ...
RECORDER OF DEEDS

*24269105

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

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT