

RECEIVED IN BAD CONDITION

Property of Cook County Office

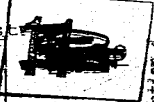
QUIT CLAIM DEED IN TRUST

This document being re-recorded to correct percentage of interest in legal description

24 269 105

24 375 482

11.00



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 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:

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

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 17.54 Feet and all of Lot 20 in Block 2 in Charles Weinmann's Subdivided Hillside Addition to West Claire, a subdivision of the West 1/2 of the South 1/2 of the North West 1/4 of Section 24, Township 10 North, Range Thirteen (13) East of the Third Principal Meridian, Cook County, Illinois (hereinafter referred to as Parcel) which survey is shown on plat A to Declaration of Condominium Made by Central National Bank and Trust Company, Cook County, Illinois, recorded in the Office of the Recorder of Deeds for Cook County, Illinois, under Document Number 2248511 together with all the appurtenances thereto in anywise mentioned in the Declaration and all the appurtenances thereto in anywise mentioned in the Declaration and all the appurtenances thereto in anywise mentioned in the Declaration.

24 269 105

PARCEL 2: Easement appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements recorded as Document Number 2215322 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 280 North Western Avenue, Chicago, Illinois 60644

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.

Section 5, Article 13, Illinois Constitution

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24 375 482

E# 474501

E# 64-69-166 Smith

7

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

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust 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 lease 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 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 accept assignments or changes 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 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 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, is 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 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, nor 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 Trust 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 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 aforesaid has hereunto set hand and seal this 10th day of May 19 77

GRANTOR'S CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Illinois

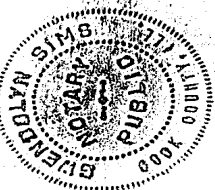
COUNTY OF Cook

Gwendolyn Sims

Cook County

Annette S.

Anast, a spinster



March

8th

Gwendolyn Sims

Exempt under Prov Real Estate Tax

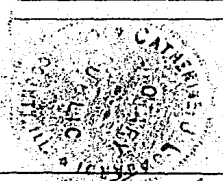
This instrument is exempt from recording fees and revenue stamps under provisions of the Illinois Real Estate Tax Act.

24 375 482

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

[SEAL]		[SEAL]	
State of <u>Illinois</u>	SS.	I, <u>Catherine J. Lombardi</u>	a Notary Public in and for said County, in
County of <u>Cook</u>		the state aforesaid, do hereby certify that <u>Annette S. Anast,</u>	
		<u>a spinster</u>	
personally known to me to be the same person whose name <u>is</u> subscribed to			
the foregoing instrument, appeared before me this day in person and acknowledged that			
<u>she</u> signed, sealed and delivered the said instrument as <u>her</u> 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 <u>22nd</u> day of <u>December</u> <u>77</u>			
<i>Catherine J. Lombardi</i> Notary Public			



*Minette's Address*  
Midwest Bank and Trust Company  
Elmwood Park, Illinois  
*60635*

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

24 269 185

24 375 482

BOX 593

# UNOFFICIAL COPY

STATE OF ILLINOIS  
CLERK OF RECORD  
JAN 3 2 51 PM '78

*William R. ...*  
RECORDER OF DEEDS  
\*24269105

MIDWEST BANK AND TRUST CO.  
1606 NORTH HARLEM AVE.  
ELMWOOD PARK ILL. 60635  
*attn: Carol ...*

MAIL TO:

STATE OF ILLINOIS  
CLERK OF RECORD  
MAR 27 9 00 PM '78

*William R. ...*  
RECORDER OF DEEDS  
\*24375482

Property of Cook County Clerk's Office

*mail*

END OF RECORDED DOCUMENT