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66-30-584 @ 0 ad

Deed in Trust - Quit Claim

THIS INDENTURE WITNESSETH that the Grantor **S. EUGENE HEINE and LOUISA HEINE, his wife, & DONALD HEINE and CAROL HEINE, his wife, & KATHRYN MCINTYRE and WALTER MCINTYRE, her husband, & LILLIAN KEMPER SHONTZ and ALLEN SHONTZ, her husband,**

of the County of Kane and State of Illinois, for and in consideration of Ten and no/100----- Dollars, and other good and valuable considerations in hand paid, CONVEY AND QUIT CLAIM unto THE FIRST NATIONAL BANK OF ELGIN, a National Banking Association with trust powers, of Elgin, Illinois, as Trustee under the provisions of a trust agreement dated the 12th day of May 1974, known as Trust Number 2569, the following described real estate in the County of Cook and State of Illinois to-wit:

That part of the South west 1/4 of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing on the South line of the Highway at the North East corner of the land conveyed to J.P. Shaver by deed recorded July 1, 1889 as Document No. 1123117 (being 4 chains and 84 links East of a stone opposite the South East corner of Oakwood Park); thence North 89 Degrees 05 minutes East along said line of highway a distance of 84.0 feet for a point of beginning; thence continuing along the South line of said highway 237.56 feet to a point that is 250 feet Westerly, as measured along the South line of said highway, of the East line of the Tefft Farm; thence Southerly a distance of 611.94 feet to a point on the Northerly line of a tract of land conveyed to Maria E. Webster by deed recorded April 17, 1890 as Document No. 124499, said point being 250 feet Westerly, as measured along the Northerly line of the said Webster tract of land, of the North East corner of the said Webster tract of land; thence Northerly along the said Northerly line of the Webster tract of land a distance of 242.80 feet; thence Northerly 559.76 feet to the point of beginning, all in Cook County, Illinois

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 198 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 property, 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 easement appurtenant to said premises or any part thereof, and to deal with said property 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.

06-18-300-051

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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, mortgage, lease, or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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 predecessors in trust.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 the said grantor, Shereby expressly waive and release 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 **S. aforesaid have** hereunto set **their hands and seals** this 5th day of **June** 19 **78**.

Eugene Heine (SEAL)
Donald Heine (SEAL)
Carol Heine (SEAL)
Kathryn McIntyre (SEAL)
Walter McIntyre (SEAL)
Lillian Kemper Shontz (SEAL)

Louisa Heine (SEAL)
Carol Heine (SEAL)
Walter McIntyre (SEAL)
Allen Shontz (SEAL)

This instrument was prepared by Atty. (over) Richard C. Inming, 707 Davis Rd., Elgin

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SALE OF LANDS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
JUN 15 1978
24 555 909

UNOFFICIAL COPY

SIDNEY R. OLSON
~~XXXXXXXXXXXXXXXXXXXX~~ - RECORDER OF DEEDS OF ~~XXXX~~ COUNTY COOK

AFFIDAVIT - PLAT ACT

STATE OF ILLINOIS)
) SS.
COUNTY OF ~~XXXX~~)
) COOK

RICHARD C. IMMING, being duly sworn to, states that he resides at 806 Deborah
Elgin. That the attached deed is

not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

- ①. The sale or exchange is of an entire tract of land not being a part of a larger tract of land.
2. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division is of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
5. The conveyance is of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance is of land for highway or other public purpose or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. The conveyance is made to correct descriptions in prior conveyances.
9. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
10. The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973 and no sales, prior to this sale, of any lot or lots from said larger tract having taken place since October 1, 1973, and a survey of said single lot having been made by a registered land surveyor.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of ~~XXXX~~ Cook County, Illinois, to accept the attached deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached deed and the tract described therein.

74 555 909



Richard C. Imming
SWORN to before me this 15th day of June
Shirley L. Bresler
Notary Public

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUN 27 12:30 PM '78

Stedley R. Wilson
RECORDER OF DEEDS
*24555909

State of ILLINOIS, County of KANE, ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that EUGENE HEINE and LOUISA HEINE, his wife, and DONALD HEINE and CAROL HEINE, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 5th day of JUNE, 1978.
[Signature]
Notary Public

KANSAS
STATE OF MISSOURI, COUNTY OF Johnson, ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that KATHRYN McINTYRE and WALTER McINTYRE, her husband, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 14th day of June, 1978.

My Commission expires 9/9/78

Pamela J. Probst
PAMELA F. BROCK
STATE NOTARY PUBLIC
JOHNSON COUNTY, KANSAS

STATE OF MISSOURI, COUNTY OF St. Louis, ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that LILLIAN KEMPER SHONTZ and ALLEN SHONTZ, her husband, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 12 day of June, 1978.



My Commission expires 5/4/80.

Jean Cranford
Notary Public

END OF RECORDED DOCUMENT