

UNOFFICIAL COPY

DEED IN TRUST

27 404 639

THIS INDENTURE WITNESSETH, That the Grantors, DORA N. DINEFF, a widow, LOUIS C. DINEFF, a bachelor, BEVERLY E. DINEFF, an unmarried woman, DAVID C. DINEFF, married to SUSAN DINEFF, ALAN D. DINEFF, married to NANCY DINEFF, and LAUREL V. DINEFF, married to RONALD DAMES,

of the County of Cook and State of Illinois for and in consideration of TEN AND NO/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and quit claim unto THE DROVERS NATIONAL BANK OF CHICAGO, a National banking association (successor by merger to Drovers Trust and Savings Bank), Trustee under the provisions of a trust agreement dated the 1st day of February 19 68, known as Trust Number 68060, the following described real estate in the County of Cook and State of Illinois, described on the reverse side hereof.

THIS IS NOT HOMESTEAD PROPERTY.

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 mortgage, pledge or otherwise encumber said property, or any part thereof, to lease in said 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 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 any 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 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, trust 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 and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (c) if the conveyance is made to a successor or successors in trust, that such successor or successors were duly authorized and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor 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 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 in 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 S 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 S aforesaid ha VP hereunto set their hand S and seal S this 28th day of December 19 84

Dora N. Dineff (SEAL)
DORA N. DINEFF

David C. Dineff (SEAL)
DAVID C. DINEFF

Louis C. Dineff (SEAL)
LOUIS C. DINEFF

Alan D. Dineff (SEAL)
ALAN D. DINEFF

Beverly E. Dineff (SEAL)
BEVERLY E. DINEFF

Laurel V. Dineff (SEAL)
LAUREL V. DINEFF

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

12.00

I, THOMAS P. RUSSIAN, a Notary Public in and for said County, the state aforesaid, do hereby certify that DORA N. DINEFF, a widow, LOUIS C. DINEFF, a bachelor, BEVERLY E. DINEFF, an unmarried woman, DAVID C. DINEFF, married to SUSAN DINEFF, ALAN D. DINEFF, married to NANCY DINEFF and LAUREL V. DINEFF, married to RONALD DAMES, personally known to me to be the same persons whose names 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 28th day of December, 1984.

THIS INSTRUMENT PREPARED BY AND MAIL TO:
ROBERT D. GOLDSTINE
GOLDSTINE AND BROIDA, LTD.
7660 West 62nd Place
Summit, IL 60501

Thomas P. Russian
Notary Public

BOX 333 C.A.

27 404 639

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1/11/85
Date

UNOFFICIAL COPY

LEGAL DESCRIPTION:

All that part of the South 475.00 feet of the North 713.50 feet of that part lying West of the Westerly line of Archer Road (Avenue) of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 12 East of the Third Principal Meridian, in the County of Cook, State of Illinois, more particularly described as follows: Beginning at a point on the said West line of the East 1/2 of the South West 1/4 of Section 13 and the South line of the South 475.00 feet of the North 713.50 feet of the South West 1/4 of Section 13, thence East a distance of 100.00 feet along the last described course, said course also being the South property line of the Indiana Harbor Belt Railroad Company; thence North along the East property line of the Indiana Harbor Belt Railroad Company, said line being parallel with and 100 feet Easterly of, by rectangular measurement, the West line of the East 1/2 of the aforesaid South West 1/4 of Section 13 a distance of 125.00 feet to a point on the South line of the South 350 feet of the North 588.50 feet of the aforesaid South West 1/4 of Section 13; thence East along the last described course, a distance of 172.49 feet to a point that is 680.84 feet West of the Westerly line of Archer Avenue, said point also being on the Westerly line of a parcel of land conveyed to Anthony Jalovec by the Indiana Harbor Belt Railroad Company by deed dated November 23, 1966; thence Northeasterly along a curve, having a radius of 291.50 feet, convex to the North West (said curve being 10 feet distant and parallel with an Industry Lead Track known as Tract #11 and which serves the Peale Pitcher Lead Company) to a point 131.68 feet north of the South line of the South 350 feet and 534.45 feet West of the South East corner of said south 350 feet, by rectangular measurement, the last course also being the Westerly line of the aforementioned conveyance to Anthony Jalovec by the Indiana Harbor Belt Railroad Company; thence Southwesterly along a curve convex to the North West, said curve being 18 feet, by radial measurement, Southeasterly of the center line of an Industry Lead Track, known as Track #6 of the Indiana Harbor Belt Railroad Company, to a point on the aforesaid West line of the East 1/2 of the South West 1/4 of Section 13; thence South along the last described course a distance of 6.05 feet, more or less to the point of beginning, all in Cook County, Illinois.

18-13-302-028

18-13-302-032

18-13-303-007

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

LOUIS C. DINEFF, being duly sworn on oath, states that he resides at 7646 West 63rd Street, Summit, Illinois 60501.

That the attached deed is not in violation of Paragraph 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

- (A) Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed.
- OR-
- B. The conveyance falls in one of the following exemptions enumerated in said Paragraph 1:
 1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
 2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
 4. The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
 6. The conveyance of land for highway or other public purposes 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;
 7. Conveyances made to correct descriptions in prior conveyances;
 8. The sale or exchange of parcels or tracts of land following the division into no more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further states that he makes this Affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Louis C. Dineff
LOUIS C. DINEFF

SUBSCRIBED AND SWORN TO before me this 28th day of December, 1984.

Ruth A. Vitale
Notary Public

27 404 639