

DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **JAMES S. QUINTAS** and  
**MARIA C. QUINTAS**, his wife, of the County of **Cook** and State of **Illinois**, for and in  
consideration of the sum of **TEN and no/100 -----** Dollars (\$10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey  
-- and Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of  
a certain Trust Agreement, dated the **30th** day of **June**  
**1993**, and known as Trust Number **93-4945**, the following described real estate in the  
County of **Cook** and State of Illinois, to-wit:

The East 125.12 feet of the West 300.24 feet of the North 122.0 feet of the  
South 314.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 9,  
Township 37 North, Range 13 East of the Third Principal Meridian in Cook  
County, Illinois

**280,000**

R.I.N. 24-09-316-009

Commonly known as: 10230 S. Washington, Oak Lawn, Illinois

SUBDIV AND TO HOLD the said real estate with the appurtenances upon the trusts and for the uses and purposes herein set forth

All power and authority is hereby granted by said Trustee to dispose, manage, protect and defend said real estate or any part thereof, to dedicate parks, streets, alleys or alleys, to locate and subdivide or plat thereof, and to resubdivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell or lease, to convey either with or without covenants, to convey and real estate of any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, power and authority vested in said Trustee to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or interest therein, 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, not exceeding in the case of any single demise the term of 199 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 research and to contract respecting the manner of fixing the amount of payment of future rents, to partition or to exchange said lands, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to retain, release, or assign any right, title or interest in or about said real estate or any part thereof, 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 purposes as it may 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 given, sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to pay the stipulation of any purchase money, rent or money required or demanded on said real estate, or be obliged to pay the terms of the trust, or any successor in trust, or be obliged to inquire into or of the terms of said Trust Agreement, and any deed, grant, 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 Register of Titles of said county, acting upon or claiming under any such conveyance, to sue or other instrument, so 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, so that such a 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 thereto, if any, and binding upon all beneficiaries thereunder, so that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver over said deed, trust deed, lease, mortgage or other instrument and so that the conveyance is made to a successor or successors in trust, that each successor or successor in trust has been properly appointed and are fully vested with all the title, estate rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Heritage Trust Company, individually or as Trustee nor its successors or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree of any of their agents or attorneys, or to any claim, judgment or decree in relation to the said real estate, or any claim, judgment or decree in respect of the terms of said Trust Agreement or any amendment thereto, or for debts, or losses, or property, happening prior, about, after or in connection with said real estate, nor be entitled to fix it in the name of the then beneficiaries under said Trust Agreement or their attorney in fact, hereby expressly appointed for such purpose, 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 Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whomever and whenever it 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 ours in the earnings, assets and proceeds arising from the sale of 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, or to said real estate as such but only an interest in earnings, assets and proceeds thereof as aforesaid, the intention being to vest in said Heritage 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 Register of Titles is hereby directed not to make any note on 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,  hereby expressly waive and release any and all right or benefit under and by virtue of laws and all statutes of the State of Illinois, providing for exemption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor,  aforesaid has  hereto set **the 15th** day of **July**, A.D. **1993**.

**JAMES S. QUINTAS**  
*James S. Quintas*

**MARIA C. QUINTAS**  
*Maria C. Quintas (D. Deacon)*

STATE OF **Illinois**  
County of **Cook**

James S. QUINTAS and MARIA C. QUINTAS, his wife,

personally known to me to be the same person, whose name is  **KENNETH D. SLOANKA**,  
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 seal this **15** day of **July**, A.D. **1993**.

My commission expires **8-12-96**

GRANTEE: *mail*

HERITAGE TRUST COMPANY  
17500 Oak Park Avenue  
Tinley Park, Illinois 60477

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Property of Cook County Clerk's Office

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Cook County Clerk's Office  
121 North LaSalle Street  
Chicago, IL 60602-3394

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P.62

## PLAT ACT AFFIDAVIT

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STATE OF ILLINOIS

} SS.

COUNTY OF COOK

James Quintero

, being duly sworn on oath, states that

resides at \_\_\_\_\_ . That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

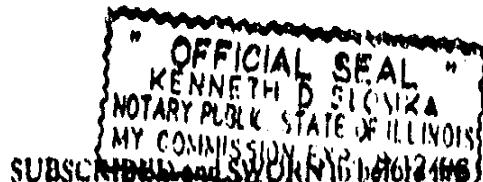
1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

• OR •

- the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
2. The division or subdivision of the land by parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
  3. The divisions of lots or blocks of less than five acres in any recorded subdivision which does not involve any new streets or easements of access.
  4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
  5. The conveyance 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 of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
  7. 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.
  8. Conveyances made to correct descriptions in prior conveyances.
  9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that \_\_\_\_\_ makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for record.



this 15 day of April, 1973.

Kenneth D. Stonka  
Notary Public

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