

# UNOFFICIAL COPY

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## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }  
County of Cook } ss.

Clifford R. Martin being duly sworn, upon oath states that he

is 58 years of age and

1.  has never been married

2.  the widow(er) of \_\_\_\_\_

3.  married to Norma Jean Martin

said marriage having taken place on  
September 8, 1962

4.  divorced from \_\_\_\_\_

date of decree \_\_\_\_\_

case \_\_\_\_\_

county & state \_\_\_\_\_

Affiant further states that his social security number is 323-22-0574 and that there are no United States Tax Liens against him.

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

| FROM (DATE) | TO (DATE)  | STREET NO.       | CITY           | STATE |
|-------------|------------|------------------|----------------|-------|
| April, 1970 | June, 1986 | 100 S. Vail Ave. | Arlington Hts. | IL.   |

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

| FROM (DATE)          | TO (DATE)           | OCCUPATION                  | EMPLOYER  | ADDRESS (STREET NO.)<br>CITY STATE              |
|----------------------|---------------------|-----------------------------|-----------|---|
| 1/1/86<br>Aug., 1966 | Present<br>12/31/85 | Retired<br>Process Engineer | Honeywell | 1500 W. Dundee Rd.<br>Arlington Hts., IL. 60005 |

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of Title free and clear of possible United States Tax Liens.

Subscribed and sworn to me this 20th day of June, 1986

Clifford R. Martin  
My commission expires August 9, 1986.

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RIDER ATTACHED TO AND FORMING PART OF DEED DATED June 20, 1986, FROM Clifford R. Martin and Norma J. Martin, his wife, to: The First National Bank of Des Plaines as Trustee of Trust Number 860581006, dated June 6, 1986.

## ITEM 1

Unit 304 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 13th day of March, 1970 as Document Number 2494964.

## ITEM 2

An Undivided 4.4713% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

Lot Sixteen (16), Lot Seventeen (17) and Lot Eighteen (18) in Sigwalt's Subdivision of the North Half ( $\frac{1}{2}$ ) of the West Fifteen (15) Acres of the North Thirty (30) Acres of the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section 32, Town 42 North, Range 11, East of the Third Principal Meridian.

Grantors also hereby grant to grantee, their heirs, executors, administrators and assigns, as an easement appurtenant to the premises herein conveyed, a perpetual, exclusive easement for parking purposes in and to Parking Area Space(s) No. 10 as defined and set forth in said Declaration and Survey.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration and amendments, if any, and survey attached thereto, the same as though the provisions of said Declaration were recited and stipulated at length herein and the Condominium Property Act of the State of Illinois and is also subject to real estate taxes for 1985 and subsequent years.

Property Address: 100 S. Vail Avenue (Unit 304)  
Arlington Heights, Illinois 60005  
Permanent Real Estate Index #03-32-100-037-1014

3524409

This Indenture Witnesseth, That the Grantor, \_\_\_\_\_

Clifford R. Martin and Norma J. Martin, his wife,

of the County of Cook and State of Illinois, for and in consideration

of the sum of Ten and 00/100 Dollars (\$10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey

and Warrant unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and exist-

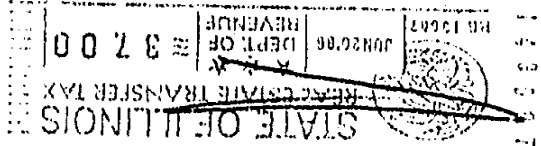
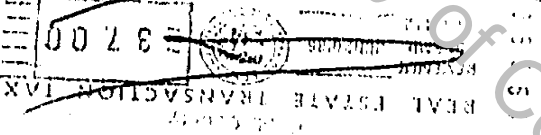
ing as a national banking association under the laws of the United States of America, and duly authorized to accept and

execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the

6th day of June 1986, and known as Trust Number 860581506,

the following described real estate in the County of Cook

and State of Illinois, to-wit: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF;



SUBJECT TO

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, highways and 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 dedicate, 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, not exceeding in the case of any single term 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 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 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) at the time of the delivery thereof of 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 hereunder, (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 seised with all the title, estate, rights, powers, authorities, duties and obligations of us, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The First National Bank of Des Plaines, 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 if 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 attorneys-in-fact, hereby irrevocably appointed for such purposes, or in 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 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 First National Bank of Des Plaines 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 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 have hereunto set their hand and seal this 20th day of June 1986.

Clifford R. Martin (SEAL) Norma J. Martin (SEAL)

PROPERTY OF COOK COUNTY

3524409

UNOFFICIAL COPY

1034443  
IN DUPLICATE

TRUST NO. 860581506

3524000

Deed in Trust

WARRANTY DEED

3524000

MH'LT  
TO

THE FIRST NATIONAL BANK  
OF DES PLAINES

701 Lee Street  
Des Plaines, Illinois 60016  
TRUSTEE

Property of Cook County Clerk's Office

STATE OF Illinois }  
COUNTY OF Cook }  
SS. I, Phillip J. Downey  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Gifford R. Martin and  
Norma J. Martin, his wife,  
personally known to me to be the same persons whose name  
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 20th day of June  
A. D. 19 86  
Notary Public  
My commission expires August 9, 1986

Signature  
Date

60F1-25C