

UNOFFICIAL COPY

NON - HOMESTEAD AFFIDAVIT
(FOR USE IN TORRENS TRANSACTIONS)

REVISED 4/86 HGL

I/We, William R. Dubslaw, being the
title holder(s) to the property registered on Certificate Number
1436900 Volume 2878-2, Page 451, in the
Office of the Registrar of Titles, Cook County, Illinois, and being
married to Heike Dubslaw

STATE (s):

(1) That the property herein is not homestead property.

(2) (a) That the property herein is held and used, _____

as commercial property and is zoned commercial
(insert general purposes; Industrial, Investment, Commercial)
and is (2) (b)
Vacant/developed with _____

(3) That no proceeding is now pending or contemplated
by affiant, nor does affiant know or believe that any proceeding
is contemplated by the spouse of same under the Dissolution of
Marriage Act, Ill. Rev. Stat. Ch. 40, §101, et seq.

(4) That neither affiant(s) nor the spouse(s) of same
is/are residing on said premises.

This affidavit is made to induce the Registrar of Titles to
accept a certain deed of conveyance effecting said property without
the signature(s) of the spouse(s); Said affiant(s) agree(s) to save
harmless the Registrar of Titles from any loss, claim, damage and
expenses related hereto sustained by acceptance of the said deed
and waiving any objection as to homestead rights.

William R. Dubslaw

Subscribed and sworn to
before me this 26th
day of June
A.D. 1987.

(SEAL)

Edmund H. Schuch
Notary Public

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DEED IN TRUST

COOK COUNTY ILLINOIS REAL ESTATE TRANSFER TAX

3630341

REVENUE STAMP JUN 29 1987

380.00

The above space for recorder's use only

COOK COUNTY ILLINOIS

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, WILLIAM R. DOBSLAW, married to Heike Dobslaw of the County of St. Joseph and State of Indiana, for and in consideration

of the sum of Ten and no/100 (10.00)*****Dollars(\$10.00*****) and other good and valuable consideration in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey

and Warrant unto BREMEN BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 30th day of May 1987, and known as Trust Number 87-3012, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 1 in Holly's Subdivision of part of Lot 1 in Pumpkin Subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 16, Township 37 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 3, 1984, as Document Number 3386415. THIS IS COMMERCIAL PROPERTY ZONED FOR BUSINESS USE ONLY AND ACCORDINGLY

(THERE IS NO HOMESTEAD INTEREST IN THIS PROPERTY.)

Permanent Tax Number 24-16-409-057-0000 Commonly known as 11040 S. Cicero Avenue, Oak Lawn, Illinois 60453

Subject to general real estate taxes for the year 1986 and subsequent years, conditions, restrictions, and easements of record.

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 or alleys and to vacate any subdivision or part thereof, and in subdividing 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 lease to commence in present or in future, and on 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 respectively in any 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 easement 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 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, 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 predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Bremen 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 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 contractual obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into if it is in the name of the then beneficiaries or the 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 in as 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 earnings avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bremen 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 in 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 a and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 23rd day of June 1987. William R. Dobslaw

STATE OF ILLINOIS I, Edward G. Schussler, a Notary Public in and for said COUNTY OF COOK County, in the State aforesaid, do hereby certify that WILLIAM R. DOBSLAW, married to Heike Dobslaw

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 23rd day of June A. D. 1987. Notary Public.

Prepared by: GIERACH, SCHUSSLER & WALSH, 9400 S. Cicero Avenue, Suite 302, Oak Lawn, IL My commission expires December 4, 1988

GRANTEE: BREMEN BANK AND TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60477

11040 S. Cicero Avenue Oak Lawn, IL 60453

For information only insert street address of above described property.

Non-Homesteaded 09-54-8066

643232

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX 3630341 Village of Oak Lawn Real Estate Transfer Tax \$500

UNOFFICIAL COPY

1436900
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IN DUPLICATE

3630341

3630341

Property of Cook County Clerk's Office

CHICAGO TITLE INS.
G#

1954806