

# UNOFFICIAL COPY

## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }  
County of Cook } ss.

Connie Smith being duly sworn, upon oath states that she

is 46 years of age and

1.  has never been married
2.  the widow(er) of \_\_\_\_\_
3.  married to John E. Smith

said marriage having taken place on  
MARCH 24, 1983

4.  divorced from RICHARD DENKER

X date of decree 3-30-1966

X case 17741

X county & state BLACKHAWK COUNTY, IOWA

Affiant further states that her social security number is 480-44-0400 and that there are no United States Tax Liens against her.

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
JUL 83	DEC 87	971 THIRD AVE	DES PLAINES	IL
JUN 76	JUL 83	9360 BAY COLONY DR	DES PLAINES	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.) CITY STATE
6-1985	PRESENT	PERSONNEL CONSULTANT	MURPHY GROUP	1330 N.E. - PARK RIDGE
10-1966	2-1985	TRANS. AGENT	PAN AMERICAN AIRWAYS	5 - O'HARE AIRPORT, CHICAGO ILL

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.

Connie R. Smith

Subscribed and sworn to me this 29th day of Dec., 1987

James M. Simpson

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3677657

This Indenture Witnesseth, That the Grantors,

John E. Smith and Connie Smith, his wife

of the County of Cook and State of Ill. for and in consideration of the sum of Ten-no/100 Dollars (\$10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey-S and Warrant-S unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and existing 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 11th day of December 1987, and known as Trust Number 19051905, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 7 (EXCEPT THE SOUTH 20 FEET THEREOF) SOUTH 34 FEET OF LOT 6, IN BLOCK 12 IN DES PLAINES VILLAS, A RESUBDIVISION OF CERTAIN LOTS AND BLOCKS IN HOMERICAN VILLAS, SAID HOMERICAN VILLAS BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, (EXCEPT THE EASTERLY 503.0 FEET MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) ALSO THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 19, (EXCEPT THE WEST 173.0 FEET THEREOF), ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Prepared by: JAC Simpson 188 END STREET DR. #102 GERMANY ST, IL 60148 941-7101 CBOA... PERMANENT TAX NO. 09-20-108-053-0000 Commonly known as: 971 Third Ave., DesPlaines, Il. 60016

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 or 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 in 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 98 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 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 easement 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 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) 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 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) that the conveyance 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 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 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 said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and a 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 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 or not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only 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 an 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 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 not in the certificate of title or duplicate thereof, or memorial, the words "in trust," "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such ease made and provided.

And the said grantors hereby expressly waive, and release any and all right or benefit under and by virtue of any and all statute of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hand and seal this 11th day of December 1987

John E. Smith [SEAL]
Connie Smith [SEAL]
Connie Smith

[SEAL]
[SEAL]

APPROVAL OF NO. U.S. TAX WHEN ATTACHED.

STATE OF ILLINOIS
REAL ESTATE TRANSFER
NO. 1130
CITY OF DES PLAINES

STATE OF ILLINOIS
REAL ESTATE TRANSFER
DEPT OF

3677657

UNOFFICIAL COPY

3677657

TRUST NO.

3677657

3677657

Deed in Trust

WARRANTY DEED

3677657

TO

THE FIRST NATIONAL BANK

OF DES PLAINES

701 Lee Street

Des Plaines, Illinois 60016

TRUSTEE

701 LEE STREET  
DES PLAINES, ILLINOIS 60016

Property of Cook County Clerk's Office

I, James M. Simpson  
 SS. }  
 STATE OF ILLINOIS }  
 COUNTY OF COOK }

a Notary Public in and for said County, in the State aforesaid, do hereby certify that John E. Smith and Connie Smith, his wife

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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1987

James M. Simpson  
 OFFICIAL SEAL  
 JAMES M. SIMPSON  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES SEPT. 24, 1991

My commission expires \_\_\_\_\_

717